

1                                   **SUCCESSOR AGENCY OF THE**  
2                                   **FORMER INGLEWOOD REDEVELOPMENT AGENCY**

3                                   **AGREEMENT NO. 15-\_\_\_\_\_**

4           **THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of  
5 \_\_\_\_\_, 2015 (the “Effective Date”), by and between the City of  
6 Inglewood as Successor Agency of the former Inglewood Redevelopment Agency, a  
7 public entity created under Part 1.85 of Assembly Bill No. 26 (1<sup>st</sup> Ex. Sess.) as set forth  
8 in California Health & Safety Code sections 34170 through 34191 (“SUCCESSOR  
9 AGENCY”), and FUJITEC AMERICA, INC., a Delaware corporation, with its  
10 principal place of business located at 19840 Hamilton Avenue, Torrance, CA 90502  
11 (“CONTRACTOR”).

12                                   **RECITALS**

13           **WHEREAS**, the SUCCESSOR AGENCY is the fee owner of two (2) public  
14 parking garages located within the City of Inglewood and specifically identified as: (1)  
15 Civic Center Plaza, One W. Manchester Boulevard “Parking Garage #1”); and (2) 115  
16 South Locust Street (Parking Garage #2”)(Parking Garage #1 and Parking Garage #2  
17 are sometimes collectively referred to herein as the “Parking Garages”);

18           **WHEREAS**, the SUCCESSOR AGENCY is responsible for operating and  
19 maintaining the Parking Garages subject to California Department of Finance (“DOF”)  
20 budgetary and operational oversight until such time as fee ownership of the Parking  
21 Garages is transferred by the SUCCSEESOR AGENCY to the CITY OF  
22 INGLEWOOD pursuant to a DOF-approved Long Range Property Management Plan  
23 officially providing for fee conveyance and transfer of the Parking Garages;

24           **WHEREAS**, the SUCCESSOR AGENCY has informally solicited the services  
25 of certain qualified and experienced contractors to perform certain major capital  
26 improvements required to address and correct major public safety concerns at Parking  
27 Garage #2. Such services include but are not limited to elevator equipment upgrades  
28 (the “Capital Improvements”), all as more specifically identified and provided in the

1 “Scope of Services” attached to this Agreement as Attachment “A” which is fully  
2 incorporated herein by this reference;

3 **WHEREAS**, the CONTRACTOR has submitted a response to the  
4 SUCCESSOR AGENCY’S request to perform the Capital Improvements and desires to  
5 perform such Capital Improvements in accordance with the terms and conditions of this  
6 AGREEMENT;

7 **WHEREAS**, the CONTRACTOR holds itself out as being capable and  
8 competent to perform the Capital Improvements requested by the SUCCESSOR  
9 AGENCY; and

10 **WHEREAS**, the CONTRACTOR agrees and acknowledges that it has  
11 investigated and researched all matters and conditions pertinent to and affecting the  
12 performance and completion of the Capital Improvements including the necessary labor  
13 and materials needed and required by this AGREEMENT, and its decision to execute  
14 this AGREEMENT is based on such independent investigation and research,

15 **NOW THEREFORE**, the SUCCESSOR AGENCY and CONTRACTOR  
16 (collectively referred to as the “PARTIES”) agree as follows:

#### 17 **ARTICLE 1 – SCOPE OF SERVICES**

18 CONTRACTOR shall provide all labor, tools, materials, equipment, supplies,  
19 and transportation necessary to supervise, operate, administer and perform the Capital  
20 Improvements at Parking Garage #2 as required by the SUCCESSOR AGENCY in  
21 accordance with the terms and conditions of this AGREEMENT. In the event of any  
22 conflict, the following order of precedence shall govern: (1) this AGREEMENT  
23 (including Attachment “A”); and (2) CONTRACTOR’S proposal and any supplemental  
24 responses. In case of any ambiguity or discrepancy between words and figures used in  
25 the aforementioned documents, the words shall control.

26 CONTRACTOR shall obtain at its own expense, all necessary licenses, permits,  
27 and certificates, including, but not limited to, those required by the City of Inglewood  
28 (“CITY”) and SUCCESSOR AGENCY to perform the Capital Improvements

1 contemplated in and required by this AGREEMENT. The CONTRACTOR shall notify  
2 the SUCCESSOR AGENCY immediately of any suspension, termination, lapse,  
3 restriction, or non-renewal of the required licenses, permits, certificates or other  
4 documents. Failure to comply with these terms may, at the option of the SUCCESSOR  
5 AGENCY, be treated as a material breach of this AGREEMENT authorizing  
6 termination of this Agreement by the SUCCESSOR AGENCY.

7 CONTRACTOR covenants that neither it, nor any of its employees, agents,  
8 contractors and/or subcontractors has any interest, nor shall they acquire any interest,  
9 direct or indirect, in this AGREEMENT, nor any other interest which would conflict in  
10 any manner or degree with the performance of the Capital Improvements or any other  
11 services rendered hereunder.

12 CONTRACTOR warrants that it shall perform the Capital Improvements  
13 required by this AGREEMENT in compliance with all applicable Federal, State and  
14 local employment laws, including, but not limited to, those related to work hours and  
15 minimum wage; occupational health and safety; fair employment and employment  
16 practices; workers' compensation insurance and safety in employment; and all other  
17 Federal, State and local laws or ordinances applicable to the services required under this  
18 AGREEMENT. CONTRACTOR is liable for any penalty imposed for a violation  
19 thereof.

20 It is mutually agreed by the Parties that the SUCCESSOR AGENCY is relying  
21 upon the professional skill of CONTRACTOR and CONTRACTOR shall perform the  
22 Capital Improvements as well as all other services required by this AGREEMENT to  
23 the highest and best professional standards. Acceptance of CONTRACTOR'S work by  
24 SUCCESSOR AGENCY shall not operate as a release of CONTRACTOR'S  
25 representations.

#### 26 Staffing and Schedule

27 CONTRACTOR shall provide the necessary onsite coverage and supervision  
28 during all periods of time the Capital Improvements are being performed at Parking

1 Garage #2. There shall be at least one CONTRACTOR supervisor onsite at Parking  
2 Garage #2 during the days and hours of performance of the Capital Improvements. The  
3 SUCCESSOR AGENCY reserves the right to request a change in the staffing level and  
4 the days and hours of performance of the Capital Improvements, and shall provide the  
5 CONTRACTOR forty-eight (48) hours written notice of any requested change. The  
6 CONTRACTOR reserves the right to determine the assignment of employees  
7 performing the Capital Improvements under this AGREEMENT.

8 If any scheduled employee of CONTRACTOR is unable to adequately perform  
9 any services required for the completion of the Capital Improvements at Parking  
10 Garage #2 for any reason, the CONTRACTOR shall immediately find and provide a  
11 qualified replacement. CONTRACTOR'S failure to meet this time commitment may  
12 result in a reduction in COMPENSATION commensurate with any delay caused by an  
13 untimely replacement.

14 The SUCCESSOR AGENCY reserves the right to require the CONTRACTOR  
15 to replace any employee performing the Capital Improvements under this  
16 AGREEMENT for any or no reason. Any replacement employee is subject to the  
17 SUCCESSOR AGENCY'S written approval prior to performing any services under this  
18 AGREEMENT. Any such approval shall not be unreasonably conditioned, delayed or  
19 withheld.

#### 20 Records, Reports and Accounting

21 CONTRACTOR shall maintain a system of internal controls to account for all  
22 work performed for the Capital Improvements in full compliance with the terms of this  
23 AGREEMENT. All expenditures made by CONTRACTOR outside of the  
24 COMPENSATION payable to CONTRACTOR pursuant to the terms of this  
25 AGREEMENT, shall require prior written approval from the SUCCESSOR AGENCY  
26 and all such expenditures made without such approval shall be at the sole cost of the  
27 CONTRACTOR for which the SUCCESSOR AGENCY shall have no liability or  
28 responsibility.

1 CONTRACTOR shall maintain records and reports of any incident or  
2 occurrence giving rise to any claim for loss or damages in the performance of the  
3 Capital Improvements, and submit said documents to the SUCCESSOR AGENCY'S  
4 designated representative within twenty-four (24) hours of the reported incident. The  
5 report shall include the names, addresses and telephone numbers of the involved  
6 persons and any witnesses. CONTRACTOR shall contact the Inglewood Police  
7 Department and any other appropriate authority where such incident directly or  
8 indirectly involves any type of criminal or potential criminal matter.

## 9 **ARTICLE 2 – SUCCESSOR AGENCY'S RESPONSIBILITIES**

10 The SUCCESSOR AGENCY shall provide reasonable access to  
11 CONTRACTOR and any authorized employees of CONTRACTOR to Parking Garage  
12 #2 for the sole and limited purpose of providing the services necessary to perform and  
13 complete the Capital Improvements as specified in Attachment "A," which is attached  
14 hereto and fully incorporated herein by reference.

## 15 **ARTICLE 3 – TERM AND TERMINATION**

16 Term. The term of this AGREEMENT is for the earlier of the expiration of one  
17 (1) year following the Effective Date of this AGREEMENT, or until such time as the  
18 SUCCESSOR AGENCY approves and accepts the Capital Improvements as complete.

19 Termination. The SUCCESSOR AGENCY may terminate this AGREEMENT  
20 in its own discretion, or when conditions involving the services required for the  
21 performance of the Capital Improvements make it impossible to proceed, or if the  
22 SUCCESSOR AGENCY is prevented from proceeding with this AGREEMENT by  
23 law, or by official action of a public authority having jurisdiction over the PARKING  
24 GARAGES. The SUCCESSOR AGENCY shall provide five (5) days written notice of  
25 termination to the CONTRACTOR, unless a shorter notice time is reasonable or  
26 necessary. In the event of termination, CONTRACTOR shall immediately stop  
27 rendering services under this AGREEMENT, unless otherwise directed to continue by  
28

1 the SUCCESSOR AGENCY, and shall submit its final invoice to the SUCCESSOR  
2 AGENCY within ten (10) days of receipt of the notice.

#### 3 **ARTICLE 4 – COMPENSATION**

4 The Maximum Contract Amount and compensation payable to the  
5 CONTRACTOR for the cost of performing all services required to complete the Capital  
6 Improvements shall not exceed the sum of ONE HUNDRED NINETY-THREE  
7 THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS (\$193,479) (the  
8 “COMPENSATION”) which also includes a ten percent (10%) contingency of  
9 Seventeen Thousand Five Hundred Eighty-Nine Dollars (\$17,589), all as set forth in  
10 Attachment “B” which is fully incorporated by reference into this Agreement.

11 No charges shall be incurred by CONTRACTOR under this AGREEMENT nor  
12 shall any payments become due and payable to the CONTRACTOR until the services  
13 and related invoices for the Capital Improvement work has been performed and such  
14 invoices have been received by the SUCCESSOR AGENCY from the CONTRACTOR  
15 and approved by the SUCCESSOR AGENCY in accordance with this AGREEMENT.  
16 SUCCESSOR AGENCY may withhold any payment to the CONTRACTOR in any  
17 instance in which the SUCCESSOR AGENCY, in its sole discretion, determines that  
18 CONTRACTOR has failed or refused to satisfy any material obligation under this  
19 AGREEMENT.

20 CONTRACTOR agrees that any work performed outside of the scope of this  
21 AGREEMENT without the prior written approval of the SUCCESSOR AGENCY shall  
22 be deemed gratuitous on the part of the CONTRACTOR and CONTRACTOR shall  
23 neither be reimbursed nor have any recognizable claim for payment or reimbursement  
24 against the SUCCESSOR AGENCY.

25 All invoices submitted by the CONTRACTOR shall include: (1) date of invoice;  
26 (2) sequential invoice number; (3) SUCCESSOR AGENCY Agreement number; (4)  
27 total AGREEMENT amount payable; (5) total invoice amount; (6) description of  
28 services provided and any reimbursable expenses; (7) CONTRACTOR’S employee(s)

1 name providing service; (8) total billed SUCCESSOR AGENCY to date; and (9) total  
2 amount remaining on AGREEMENT.

3 CONTRACTOR shall be responsible for the cost of supplying all documentation  
4 necessary to verify amounts invoiced and requested for payment to the satisfaction of  
5 the SUCCESSOR AGENCY and shall certify on each invoice that it is entitled to the  
6 amount invoiced.

7 No compensation will be provided for any other task, service or expense not  
8 specifically authorized by this AGREEMENT without prior written approval of the  
9 SUCCESSOR AGENCY.

10 CONTRACTOR shall not charge and SUCCESSOR AGENCY shall not pay any  
11 finance charges and/or late fees on any overdue invoices.

## 12 **ARTICLE 5 – CONTRACT ADMINISTRATION**

### 13 SUCCESSOR AGENCY

14 Unless otherwise designated in writing, the Executive Director of the  
15 SUCCESSOR AGENCY shall serve as the SUCCESSOR AGENCY’S representative  
16 for the administration of this AGREEMENT.

### 17 CONTRACTOR

18 Unless otherwise designated in writing, LEO MARTINEZ shall serve as the  
19 CONTRACTOR’S project manager for this AGREEMENT.

20 The CONTRACTOR represents that it has or will secure at its own expense all  
21 personnel required to perform the services necessary to complete the Capital  
22 Improvements pursuant to this AGREEMENT. All the services required to perform  
23 then Capital Improvements under this Agreement shall be performed by the  
24 CONTRACTOR or under its supervision, and all personnel engaged in the work shall  
25 be qualified to perform such services.

## 26 **ARTICLE 6 – SUCCESSOR AGENCY’S RESERVATION OF RIGHTS**

27 The SUCCESSOR AGENCY reserves the right to do the following:  
28

1. Enter into agreements with third parties for use and the performance of work on Parking Garage #2 during the performance of the Capital Improvement work provided such use does not unreasonably interfere with the performance of the Capital Improvements by CONTRACTOR; and

2. Modify, add, delete or restrict access to parking spaces in Parking Garage #2 during the performance of the Capital Improvements by CONTRACTOR.

## ARTICLE 7 – NOTICE

Any notice given pursuant to this AGREEMENT shall be deemed received and effective on the date personally delivered, or if mailed, five (5) days after deposit of the same in the custody of the U.S. Postal Service, when properly addressed, posted and deposited in the U.S. mail addressed to the respective parties as follows:

**SUCCESSOR AGENCY:**

# One Manchester Boulevard

**Inglewood, CA 90301**

**ATTN: Executive Director**

**CONTRACTOR:**

**19840 Hamilton Ave.**

**Torrance, CA 90502**

**ATTN: Leo Martinez**

## ARTICLE 8 – INSURANCE

## Required Insurance Coverage

CONTRACTOR shall obtain and maintain at its expense, until completion of performance and acceptance by the SUCCESSOR AGENCY, the following insurance issued by an insurance company currently authorized by the Insurance Commissioner to transact the business of insurance in the State of California and having a rating of or equivalent to A:VIII by A.M. Best Company:

a. Commercial General Liability

Commercial General Liability (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) forms CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such insurance shall include



1 products and completed operations liability, independent contractor's liability, broad  
2 form contractual liability and cross liability protection.

3 The "City of Inglewood as Successor Agency of the Inglewood Redevelopment  
4 Agency, its board members, officials, officers, agents, contractors employees and  
5 volunteers" must be separately endorsed to the policy as additional insured's on an  
6 endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

7 b. Automobile Liability

8 Automobile liability (including any owned, non-owned, hired or rented) in an  
9 amount not less than One Million Dollars (\$1,000,000) combined single limit per  
10 accident for bodily injury and personal property damage covering Auto Symbol 1 (Any  
11 Auto).

12 c. Workers' Compensation and Employer's Liability

13 Workers' Compensation as required by the California Labor Code and  
14 Employer's Liability in an amount not less than One Million Dollars (\$1,000,000) per  
15 occurrence.

16 d. Commercial Crime Coverage

17 Commercial Crime Coverage (including employee dishonesty) naming the  
18 SUCCESSOR AGENCY as a loss payee with respect to any loss concerning the  
19 Agreement, in the minimum amount of Two Million Dollars (\$2,000,000) per claim.

20 e. Professional Liability

21 Professional Liability (Errors and Omissions) coverage in the minimum amount  
22 of One Million Dollars (\$1,000,000) per claim.

23 **Required Insurance Documentation**

24 a. Certificate of Insurance

25 The CONTRACTOR must provide a Certificate of Insurance evidencing the  
26 required insurance set forth above. The Certificate Holder must be the "City of  
27 Inglewood as Successor Agency of the former Inglewood Redevelopment Agency," and  
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the Certificate Holders address must be addressed to One Manchester Boulevard, Inglewood, CA 90301.

b. Endorsements

In addition to the Certificate of Insurance, the CONTRACTOR must provide the following endorsements:

1) Additional insured endorsements to the general liability and auto liability insurance policies. The “City of Inglewood as Successor Agency of the former Inglewood Redevelopment Agency, its board members, officials, officers, agents, contractors, employees and volunteers” must be separately endorsed to the CONTRACTOR’S commercial general liability policy and the auto liability policy as additional insured’s on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

2) Cancellation of notice endorsements. Each policy must be endorsed to provide that the policy shall not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the SUCCESSOR AGENCY with thirty (30) days prior written notice of cancellation, ten (10) days for cancellation due to nonpayment of premium is acceptable.

3) Primary and noncontributory coverage endorsements. The commercial general liability and (if required) professional liability policies must be endorsed to provide that each policy shall on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the SUCCESSOR AGENCY, its board members, officials, officers, agents and employees.

**Deductibles and Self-insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the SUCCESSOR AGENCY. At the SUCCESSOR AGENCY’S option, the insurer shall either reduce or eliminate such deductibles or self-insured retentions with respect to the SUCCESSOR AGENCY, its board members, officials, officers, agents, contractors, employees, and volunteers or the insurer shall provide a financial guarantee

1 satisfactory to the SUCCESSOR AGENCY guaranteeing payment of losses and related  
2 investigations, claims, administration and defense expenses.

### 3 **Other Insurance Provisions**

4 CONTRACTOR shall obtain and cause to remain in full force and effect for the  
5 term of this AGREEMENT and for six (6) months thereafter, all of the required  
6 insurance coverage in the minimum amounts specified above.

### 7 **Verification of Coverage Prior to Commencement of Services**

8 CONTRACTOR shall furnish the SUCCESSOR AGENCY with original  
9 certificates and amendatory endorsements affecting coverage required by this  
10 AGREEMENT. The endorsements should be on forms provided by the SUCCESSOR  
11 AGENCY or forms other than the SUCCESSOR AGENCY'S forms, provided those  
12 endorsements or policies conform to the SUCCESSOR AGENCY'S requirements. All  
13 certificates and endorsements are to be received and approved by the SUCCESSOR  
14 AGENCY before any work commences under this AGREEMENT. The SUCCESSOR  
15 AGENCY reserves the right to require complete, certified copies of all required  
16 insurance policies, including endorsements affecting the coverage required by these  
17 specifications at any time.

## 18 **ARTICLE 9 – INDEPENDENT CONTRACTOR**

19 CONTRACTOR enters into this AGREEMENT as an independent contractor  
20 and not as an employee of the SUCCESSOR AGENCY. CONTRACTOR shall have  
21 no power or authority by this AGREEMENT to bind the SUCCESSOR AGENCY in  
22 any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with  
23 this independent contractor relationship or status. All employees, agents, contractors or  
24 subcontractors hired or retained by the CONTRACTOR are employees, agents,  
25 contractors or subcontractors of the CONTRACTOR, and not the SUCCESSOR  
26 AGENCY. The SUCCESSOR AGENCY is not obligated in any way to pay any wage  
27 claims or other claims made against the CONTRACTOR by any such employee, agent,  
28

1 contractor or subcontractor, or by any other person resulting from the performance of  
2 any work with regard to the Capital Improvements pursuant to this AGREEMENT.

### 3 **ARTICLE 10 – INDEMNIFICATION**

4 To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend,  
5 protect and hold harmless the SUCCESSOR AGENCY, CITY and their respective  
6 board members, officials, officers, contractors, agents, employees and volunteers  
7 (collectively “Indemnities”) from and against any loss, injury, damage, claim, lawsuit,  
8 expense, attorneys’ fees, or any other cost arising out of or in any way related to the  
9 performance of any services pursuant to this AGREEMENT, to the extent caused in  
10 whole or in part by the negligent act or omission, recklessness or willful misconduct of  
11 the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any  
12 of them or anyone for whose acts any of them may be liable, except where caused by  
13 the sole negligence or willful misconduct of the SUCCESSOR AGENCY.

14 If any action or proceeding is brought against the Indemnities by reason of any  
15 of the matters against which CONTRACTOR has agreed to indemnify Indemnities as  
16 provided above, CONTRACTOR, upon notice from the SUCCESSOR AGENCY, shall  
17 defend the Indemnities at CONTRACTOR’S sole expense by counsel acceptable to the  
18 SUCCESSOR AGENCY. Such acceptance shall not be unreasonably withheld.  
19 Indemnities need not have first paid for any of the matters to which Indemnities are  
20 entitled to indemnification in order to be so indemnified. The insurance required to be  
21 maintained by CONTRACTOR under this AGREEMENT shall ensure  
22 CONTRACTOR’S obligations under this Article, but the limits of such insurance shall  
23 not limit the liability of the CONTRACTOR hereunder. The provisions of this Article  
24 shall survive the expiration or earlier termination of this AGREEMENT.

### 25 **ARTICLE 11 – CONTRACTOR NONASSIGNABILITY/SUCCESSOR** 26 **AGENCY ASSIGNABILITY**

27 The expertise and experience of the CONTRACTOR are material considerations  
28 of this AGREEMENT. The SUCCESSOR AGENCY has an interest in the

1 qualifications and capabilities of the CONTRACTOR which is required to fulfill the  
2 duties and obligations imposed under this AGREEMENT. In recognition of that  
3 interest, the CONTRACTOR shall not assign or transfer this AGREEMENT, or any  
4 portion of this AGREEMENT, or the performance of any of the CONTRACTOR'S  
5 duties or obligations under this AGREEMENT without the prior written consent of the  
6 SUCCESSOR AGENCY. Any unauthorized assignment shall be ineffective, null and  
7 void, and shall constitute a material breach of this AGREEMENT entitling the  
8 SUCCESSOR AGENCY to any and all remedies at law or equity, including summary  
9 termination of this AGREEMENT. The CONTRACTOR shall not assign any interest  
10 in this AGREEMENT and shall not transfer any interest in the same whether by  
11 assignment or novation, without prior written approval of the SUCCESSOR AGENCY.

12 However, notwithstanding anything contained in this AGREEMENT to the  
13 contrary, SUCCESSOR AGENCY shall have the right to assign this AGREEMENT to  
14 the CITY upon written notice to CONTRACTOR. Upon receipt of such notice  
15 CONTRACTOR shall perform the Capital Improvements on the behalf of the CITY  
16 and the City Manager shall be deemed the CITY'S representative for purposes of  
17 administering this AGREEMENT.

## 18 **ARTICLE 12 – RECORDS AND AUDIT**

19 CONTRACTOR shall maintain copies of all data, information, documents,  
20 timesheets, invoices and other materials of work attributable to the performance of the  
21 Capital Improvements in connection with this AGREEMENT. The SUCCESSOR  
22 AGENCY shall have access to and the right to examine, audit, copy or transcribe any  
23 pertinent document, transaction, activity, or record relating to this AGREEMENT.  
24 CONTRACTOR shall cooperate and comply with all requests of SUCCESSOR  
25 AGENCY'S auditors with regard to access and review of all records necessary to  
26 conduct audits in compliance with this AGREEMENT and any applicable requirements.  
27 SUCCESSOR AGENCY auditors shall be allowed to interview any employee of  
28 CONTRACTOR and its subcontractors throughout the term of this AGREEMENT and

1 for a period of two (2) years after termination of this AGREEMENT or any longer  
2 period if required by law.

3 All materials, including all pertinent financial records and proprietary data, shall  
4 be stored and maintained by CONTRACTOR at its main facility. Originals and/or  
5 copies of such documents or records shall be provided, at CONTRACTOR'S expense,  
6 directly to the SUCCESSOR AGENCY.

7 Access to such documents and records shall be granted to the SUCCESSOR  
8 AGENCY, as well as its successors-in-interest and designated representatives.

### 9 **ARTICLE 13 – OWNERSHIP OF DOCUMENTS**

10 The SUCCESSOR AGENCY shall own all data, information, documents and  
11 other work product of the CONTRACTOR prepared, assembled or maintained in  
12 connection with this AGREEMENT. The SUCCESSOR AGENCY shall have the sole  
13 right to use such materials within its discretion and without further compensation to the  
14 CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such  
15 documents or work product to the SUCCESSOR AGENCY upon written request.

16 CONTRACTOR shall assist the SUCCESSOR AGENCY in timely responding  
17 to requests made under the California Public Records Act to inspect any of the above  
18 described items under CONTRACTOR'S possession or control. The SUCCESSOR  
19 AGENCY shall make an independent determination as to the confidentiality of these  
20 documents to the extent permitted by law.

### 21 **ARTICLE 14 – NONDISCRIMINATION**

#### 22 California Labor Code section 1735

23 No discrimination shall be made in the employment of persons working on  
24 behalf of or as an agent for the SUCCESSOR AGENCY because of the race, religious  
25 creed, color, national origin, ancestry, physical or mental disability, medical condition,  
26 genetic information, marital status, sex, gender, gender identity, gender expression, age,  
27 sexual orientation, military and veteran status of any person, or any other cognizable  
28 group protected by law, except as provided in section 12940 of the Government Code.

1 Every contractor for the SUCCESSOR AGENCY violating Labor Code section 1735 is  
2 subject to all the penalties imposed for a violation of this law.

3 **ARTICLE 15 – AMENDMENTS, CHANGES OR MODIFICATIONS**

4 No amendments, changes or modifications to this AGREEMENT shall be  
5 effective unless in writing and signed by authorized representatives of the Parties  
6 hereto.

7 **ARTICLE 16 – CHOICE OF LAW AND VENUE**

8 This AGREEMENT shall be interpreted, construed and governed according to  
9 the laws of the State of California. In the event of litigation between the Parties, venue  
10 in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court,  
11 Southwest District, located at 825 Maple Avenue, Torrance, California, 90503-5058. In  
12 the event of litigation in the United States District Court, venue shall lie exclusively in  
13 the Central District of California, in Los Angeles.

14 **ARTICLE 17 – WAIVER OF BREACH OR DEFAULT**

15 Waiver of a breach or default of any term, condition or covenant under this  
16 AGREEMENT shall not constitute a continuing waiver thereof, nor shall it constitute a  
17 waiver of any other term, condition or covenant. Acceptance by the SUCCESSOR  
18 AGENCY of any work or services performed required to complete the Capital  
19 Improvements by the CONTRACTOR shall not constitute a waiver of the  
20 SUCCESSOR AGENCY’S right to seek correction for any breach or default under this  
21 AGREEMENT.

22 **ARTICLE 18 – SEVERABILITY**

23 In the event that any term, condition or covenant herein is held to be invalid or  
24 void by any court of competent jurisdiction, the same shall be deemed severable from  
25 the remainder of the AGREEMENT and shall in no way affect any other term,  
26 condition or covenant contained herein so long as its severance does not render this  
27 AGREEMENT meaningless with regard to a material term, in which event the entire  
28 AGREEMENT shall be void. If such term, condition, covenant or other provision shall

1 be deemed invalid due to its scope of breadth, such provision shall be deemed valid to  
2 the extent of the scope of breadth permitted by law.

### 3 **ARTICLE 19 – TITLES AND CAPTIONS**

4 Article titles, paragraph titles, or captions contained herein are inserted as a  
5 matter of convenience and for reference, and in no way define, limit, extend, or  
6 describe the scope of this AGREEMENT or any provision hereof.

### 7 **ARTICLE 20 – WAIVER OF PRINCIPLE OF CONTRA** 8 **PROFERENTUM**

9 The Parties waive any benefit from the principle of *contra proferentum* and  
10 interpreting ambiguities against the drafter. No party shall be deemed the drafter of this  
11 AGREEMENT, or of any particular provision, and no part of this AGREEMENT shall  
12 be construed against any party on the basis that the particular party is the drafter of this  
13 AGREEMENT.

### 14 **ARTICLE 21 – COUNTERPARTS**

15 This AGREEMENT may be executed in counterparts, and when each party  
16 hereto has signed and delivered at least one such counterpart, each counterpart shall be  
17 deemed an original and, when taken together with the other signed counterparts, shall  
18 constitute one agreement, which shall be binding and effective as to all Parties hereto.

### 19 **ARTICLE 22 – ENTIRE AGREEMENT**

20 This AGREEMENT and any agreement, document, exhibit, or instrument  
21 attached hereto or referred to herein, integrate all the terms and conditions mentioned  
22 herein or incidental hereto, and supersede all oral negotiations and prior writings with  
23 respect to the subject of this AGREEMENT. The terms, conditions and covenants of  
24 this AGREEMENT shall prevail over any other agreement, document or instrument.  
25 Furthermore, each party to this AGREEMENT acknowledges that no representations,  
26 inducements, promises or agreements, oral or otherwise, have been made by any party,  
27 or anyone acting on behalf of any party that are not contained herein.



1  
2           **IN WITNESS THEREOF**, the SUCCESSOR AGENCY and CONTRACTOR,  
3 have executed this Agreement as of the date first written above.

4 **SUCCESSOR AGENCY:**

5  
6 **City of Inglewood as Successor**  
7 **Agency to the Inglewood**  
8 **Redevelopment Agency**

9 By: \_\_\_\_\_  
10       James T. Butts, Jr.  
11       CHAIRPERSON

**CONTRACTOR:**

**Fujitec America, Inc.**

By: \_\_\_\_\_  
Name:   Leo Martinez  
Title:

12 **ATTEST:**

13  
14 By: \_\_\_\_\_  
15       Yvonne Horton  
16       AGENCY SECRETARY

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Kenneth Campos  
GENERAL COUNSEL FOR  
SUCCESSOR AGENCY

**APPROVED:**

By: \_\_\_\_\_  
Royce K. Jones  
KANE BALLMER &  
BERKMAN  
SPECIAL COUNSEL FOR  
SUCCESSOR AGENCY

## ATTACHMENT "A"

### SCOPE OF WORK

This Scope of Work is affixed to the AGREEMENT between the SUCCESSOR AGENCY and FUJITEC AMERICA, INC. ("CONTRACTOR") concerning modernization of elevator equipment at Parking Garage #2 which is owned and operated by the SUCCESSOR AGENCY. Any capitalized terms not defined herein shall have the meanings ascribed in the AGREEMENT.

In furtherance of the AGREEMENT, CONTRACTOR specifically agrees to

#### (1) Controller

Remove existing elevator controllers and install new non-proprietary microprocessor controllers to (a) current code compliance, 2004 or newer with (b) a new motor starter; (c) new machine room; (d) hoistway and cab wiring including all applicable conduit, duct and fittings; (e) new landing system; (f) new pit switch; and (g) emergency battery lowering feature;

#### (2) Pump and Tank Unit

Replace existing worn power units with new submersible pump assemblies; included with the new unit will be a 3-phase motor, reservoir tank, muffler, over speed valve, displacement pump, jack head packing, new oil and any required piping, fittings or supports. This upgrade will provide smoother starts, stops and precise leveling at all landings.

#### (3) Car Guides

The existing guides will be retained and refurbished to a like new condition to provide an overall smoother ride quality.

#### (4) Door Equipment

Remove existing door operating equipment and replace with a new GAL door operating package to include (a) a new GAL MOVFR closed loop door operator; (b) new car door hangers, tracks, rollers, gate switch and clutch assembly; (c) hoistway door hangers,

tracks, rollers, closers and interlocks; (d) all new hall and car door gibs and fire tabs as required; and (e) a new car apron to meet all applicable and current code requirements.

(5) Car Operating Station

Replace existing car operating station system with a new applied car push button panel mounted per current ADA height and guidelines including (a) a stainless steel #4 satin finish panel; (b) current California Code compliant push buttons with LED illumination; (c) adjacent Braille tags with white on black coloring; (d) all required fire service features with Fire Service instructions; (e) current ADA compliant push-to-talk speakerphone with intercom grille for two-way communication; (f) certificate holder; (g) emergency light unit; and (h) digital car position indicator.

(6) Hall Push Button Stations

Replace existing hall push button stations with new hall push button plates and stations mounted per current ADA height and guidelines, including: (a) stainless steel #4 satin finish plates at all floors; (b) California Code compliant push buttons with LED illumination to match the car push buttons; (c) keyed lockout switch in hall push button station; and (d) the push button plate at the designated “fire floor” shall include the Fire Service key switch stating “in case of fire...” verbiage will be included either on the push station or on a separate plate

(7) Car / Hall Lanterns

Replace existing car and hall lanterns with new fixtures to meet all current ADA requirements. This fixture will announce the next direction of travel of the elevator.

(8) Car Top Inspection Station

Install new current code compliant car top inspection station and emergency exit switch.

(9) Door Protection Device

Replace existing door protection equipment with new Adams Gatekeeper full length infrared detector unit; this gatekeeper device is to have infrared detector beams to

1 monitor the door opening and any obstruction will cause the doors to retract to the open  
2 position; this is accomplished without having to physically touch the doors.

3 (10) Tactile Hoistway Braille Tags

4 Install new adhesive backed Braille tags in each hall door entrance, two (2) per  
5 opening; the Braille plates to be used are four inch by four inch with two inch high  
6 raised characters and Braille symbols. Finish shall be white on black background.

7 (11) Inspections and Permits

8 Obtain all applicable and necessary elevator permits and pay all applicable and  
9 necessary inspection fees at no additional cost to the SUCCESSOR AGENCY as these  
10 fees are included as part of the COMPENSATION section Attachment "B".

11 The terms of this Scope of Work shall supersede the CONTRACTOR's  
12 proposal, unless otherwise referenced herein.

13 A. General Terms

14 1. CONTRACTOR agrees to cooperate with SUCCESSOR AGENCY and  
15 CITY staff, along with any and all other contractors performing work and/or operating  
16 on or about Parking Garage #2.

17 2. At no additional expense to the SUCCESSOR AGENCY,  
18 CONTRACTOR agrees to dispose of all waste generated in connection with this  
19 AGREEMENT according to the terms of all permits and applicable local, State, and  
20 Federal laws.

21 3. SUCCESSOR AGENCY does not agree to incur any additional costs  
22 other than those set out in herein and for which payment is set out in the Compensation  
23 section of the AGREEMENT and Attachment "B" to the AGREEMENT.

24 B. Elevator Modernization

25 1. The PARTIES agree the AGREEMENT is to perform those Capital  
26 Improvements to Parking Garage #2 to allow the SUCCESSOR AGENCY and CITY to  
27 protect the health and safety of the public.

1           2.       Specifically, the AGREEMENT is to provide a fully automated and  
2 operational state-of-the-art elevator system in Parking Garage #2 and replace the  
3 existing dated elevator system.

4           3.       At the conclusion of the AGREEMENT, delivery of the final product by  
5 the CONTRACTOR to the SUCCESSOR AGENCY as contemplated herein, and at no  
6 additional cost other than what is set forth in Attachment "B" to the AGREEMENT, the  
7 SUCCESSOR AGENCY expects two (2) elevators to be fully operational and ready to  
8 use by the public.

9                               -0-

**ATTACHMENT “B”**

**COMPENSATION**

**CONTRACT AMOUNT:**

- (1) \$175,890.00
- (2) \$17,589.00 (10.0% Contingency)
- (3) \$193,479.00 (Total Contract, includes 10.0% Contingency)

**PAYMENT TERMS:**

- (1) \$35,178 down payment upon approval of AGREEMENT by PARTIES
- (2) Monthly Invoice Payments.
- (3) 05% Successor Agency retention to be paid 30 days after acceptance of Capital Improvements by Successor Agency

1                                   **SUCCESSOR AGENCY OF THE**  
2                                   **FORMER INGLEWOOD REDEVELOPMENT AGENCY**

3                                   **AGREEMENT NO. 15-\_\_\_\_\_**

4           **THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of  
5 \_\_\_\_\_, 2015 (the “Effective Date”), by and between the City of  
6 Inglewood as Successor Agency of the former Inglewood Redevelopment Agency, a  
7 public entity created under Part 1.85 of Assembly Bill No. 26 (1<sup>st</sup> Ex. Sess.) as set forth  
8 in California Health & Safety Code sections 34170 through 34191 (“SUCCESSOR  
9 AGENCY”), and J&S SYSTEMS, INC., a California corporation, with an address at  
10 care of Mr. Steve Munoz, Chief Executive Officer, 12270 Martinique Street,  
11 Victorville, CA 92392, its principal place of business located at 26141 Manzanita  
12 Street, Murrieta, CA 92563, and registered agent for service of process Ms. Suzanne  
13 Castino, 27710 Jefferson Avenue, Suite 201, Temecula, CA 92590  
14 (“CONTRACTOR”).

15                                   **RECITALS**

16           **WHEREAS**, the SUCCESSOR AGENCY is the fee owner of two (2) public  
17 parking garages located within the City of Inglewood and specifically identified as: (1)  
18 Civic Center Plaza, One W. Manchester Boulevard “Parking Garage #1”); and (2) 115  
19 South Locust Street (Parking Garage #2”)(Parking Garage #1 and Parking Garage #2  
20 are sometimes collectively referred to herein as the “Parking Garages”);

21           **WHEREAS**, the SUCCESSOR AGENCY is responsible for operating and  
22 maintaining the Parking Garages subject to California Department of Finance (“DOF”)  
23 budgetary and operational oversight until such time as fee ownership of the Parking  
24 Garages is transferred by the SUCCESSOR AGENCY to the CITY OF INGLEWOOD,  
25 or otherwise, pursuant to a DOF-approved Long Range Property Management Plan  
26 officially providing for fee conveyance and transfer of the Parking Garages;

27           **WHEREAS**, the SUCCESSOR AGENCY has informally solicited the services  
28 of certain qualified and experienced contractors to perform certain major capital

1 improvements required to address and correct major public safety concerns at Parking  
2 Garage #2. Such services include but are not limited to various visual and public safety  
3 capital improvements to Parking Garage #2 (the “Capital Improvements”), all as more  
4 specifically identified and provided in the “Scope of Services” attached to this  
5 Agreement as Attachment “A” which is fully incorporated herein by this reference;

6 **WHEREAS**, the CONTRACTOR has submitted a response to the  
7 SUCCESSOR AGENCY’S request to perform the Capital Improvements and desires to  
8 perform the Capital Improvements in accordance with the terms and conditions of this  
9 AGREEMENT;

10 **WHEREAS**, the CONTRACTOR holds itself out as being capable and  
11 competent to perform the Capital Improvements requested by the SUCCESSOR  
12 AGENCY; and

13 **WHEREAS**, the CONTRACTOR agrees and acknowledges that it has  
14 investigated and researched all matters and conditions pertinent to and affecting the  
15 performance and completion of the Capital Improvements including the necessary labor  
16 and materials needed and required by this AGREEMENT, and its decision to execute  
17 this AGREEMENT is based on such independent investigation and research,

18 **NOW THEREFORE**, the SUCCESSOR AGENCY and CONTRACTOR  
19 (collectively referred to as the “PARTIES”) agree as follows:

## 20 **ARTICLE 1 – SCOPE OF SERVICES**

21 CONTRACTOR shall provide all labor, tools, materials, equipment, supplies,  
22 and transportation necessary to supervise, operate, administer and perform the Capital  
23 Improvements at Parking Garage #2 as required by the SUCCESSOR AGENCY in  
24 accordance with the terms and conditions of this AGREEMENT. In the event of any  
25 conflict, the following order of precedence shall govern: (1) this AGREEMENT  
26 (including Attachment “A”); and (2) CONTRACTOR’S proposal and any supplemental  
27 responses. In case of any ambiguity or discrepancy between words and figures used in  
28 the aforementioned documents, the words shall control.



1 CONTRACTOR shall obtain at its own expense, all necessary licenses, permits,  
2 and certificates, including, but not limited to, those required by the City of Inglewood  
3 (“CITY”) and SUCCESSOR AGENCY to perform the Capital Improvements  
4 contemplated in and required by this AGREEMENT. The CONTRACTOR shall notify  
5 the SUCCESSOR AGENCY immediately of any suspension, termination, lapse,  
6 restriction, or non-renewal of the required licenses, permits, certificates or other  
7 documents. Failure to comply with these terms may, at the option of the SUCCESSOR  
8 AGENCY, be treated as a material breach of this AGREEMENT authorizing  
9 termination of this Agreement by the SUCCESSOR AGENCY.

10 CONTRACTOR covenants that neither it, nor any of its employees, agents,  
11 contractors and/or subcontractors has any interest, nor shall they acquire any interest,  
12 direct or indirect, in this AGREEMENT, nor any other interest which would conflict in  
13 any manner or degree with the performance of the Capital Improvements or any other  
14 services rendered hereunder.

15 CONTRACTOR warrants that it shall perform the Capital Improvements  
16 required by this AGREEMENT in compliance with all applicable Federal, State and  
17 local employment laws, including, but not limited to, those related to work hours and  
18 minimum wage; occupational health and safety; fair employment and employment  
19 practices; workers’ compensation insurance and safety in employment; and all other  
20 Federal, State and local laws or ordinances applicable to the services required under this  
21 AGREEMENT. CONTRACTOR is liable for any penalty imposed for a violation  
22 thereof.

23 It is mutually agreed by the Parties that the SUCCESSOR AGENCY is relying  
24 upon the professional skill of CONTRACTOR and CONTRACTOR shall perform the  
25 Capital Improvements as well as all other services required by this AGREEMENT to  
26 the highest and best professional standards. Acceptance of CONTRACTOR’S work by  
27 SUCCESSOR AGENCY shall not operate as a release of CONTRACTOR’S  
28 representations.

1 Staffing and Schedule

2 CONTRACTOR shall provide the necessary onsite coverage and supervision  
3 during all periods of time the Capital Improvements are being performed at Parking  
4 Garage #2. There shall be at least one CONTRACTOR supervisor onsite at Parking  
5 Garage #2 during the days and hours of performance of the Capital Improvements. The  
6 SUCCESSOR AGENCY reserves the right to request a change in the staffing level and  
7 the days and hours of performance of the Capital Improvements, and shall provide the  
8 CONTRACTOR forty-eight (48) hours written notice of any requested change. The  
9 CONTRACTOR reserves the right to determine the assignment of employees  
10 performing the Capital Improvements under this AGREEMENT.

11 If any scheduled employee of CONTRACTOR is unable to adequately perform  
12 any services required for the completion of the Capital Improvements at Parking  
13 Garage #2 for any reason, the CONTRACTOR shall immediately find and provide a  
14 qualified replacement. CONTRACTOR'S failure to meet this time commitment may  
15 result in a reduction in COMPENSATION commensurate with any delay caused by an  
16 untimely replacement.

17 The SUCCESSOR AGENCY reserves the right to require the CONTRACTOR  
18 to replace any employee performing the Capital Improvements under this  
19 AGREEMENT for any or no reason. Any replacement employee is subject to the  
20 SUCCESSOR AGENCY'S written approval prior to performing any services under this  
21 AGREEMENT. Any such approval shall not be unreasonably conditioned, delayed or  
22 withheld.

23 Records, Reports and Accounting

24 CONTRACTOR shall maintain a system of internal controls to account for all  
25 work performed for the Capital Improvements in full compliance with the terms of this  
26 AGREEMENT. All expenditures made by CONTRACTOR outside of the  
27 COMPENSATION payable to CONTRACTOR pursuant to the terms of this  
28 AGREEMENT, shall require prior written approval from the SUCCESSOR AGENCY

1 and all such expenditures made without such approval shall be at the sole cost of the  
2 CONTRACTOR for which the SUCCESSOR AGENCY shall have no liability or  
3 responsibility.

4 CONTRACTOR shall maintain records and reports of any incident or  
5 occurrence giving rise to any claim for loss or damages in the performance of the  
6 Capital Improvements, and submit said documents to the SUCCESSOR AGENCY'S  
7 designated representative within twenty-four (24) hours of the reported incident. The  
8 report shall include the names, addresses and telephone numbers of the involved  
9 persons and any witnesses. CONTRACTOR shall contact the Inglewood Police  
10 Department and any other appropriate authority where such incident directly or  
11 indirectly involves any type of criminal or potential criminal matter.

## 12 **ARTICLE 2 – SUCCESSOR AGENCY'S RESPONSIBILITIES**

13 The SUCCESSOR AGENCY shall provide reasonable access to  
14 CONTRACTOR and any authorized employees of CONTRACTOR to Parking Garage  
15 #2 for the sole and limited purpose of providing the services necessary to perform and  
16 complete the Capital Improvements as specified in Attachment "A," which is attached  
17 hereto and fully incorporated herein by reference.

## 18 **ARTICLE 3 – TERM AND TERMINATION**

19 Term. The term of this AGREEMENT is for the earlier of the expiration of one  
20 (1) year following the Effective Date of this AGREEMENT, or until such time as the  
21 SUCCESSOR AGENCY approves and accepts the Capital Improvements as complete.

22 Termination. The SUCCESSOR AGENCY may terminate this AGREEMENT  
23 in its own discretion, or when conditions involving the services required for the  
24 performance of the Capital Improvements make it impossible to proceed, or if the  
25 SUCCESSOR AGENCY is prevented from proceeding with this AGREEMENT by  
26 law, or by official action of a public authority having jurisdiction over the PARKING  
27 GARAGES. The SUCCESSOR AGENCY shall provide five (5) days written notice of  
28 termination to the CONTRACTOR, unless a shorter notice time is reasonable or

1 necessary. In the event of termination, CONTRACTOR shall immediately stop  
2 rendering services under this AGREEMENT, unless otherwise directed to continue by  
3 the SUCCESSOR AGENCY, and shall submit its final invoice to the SUCCESSOR  
4 AGENCY within ten (10) days of receipt of the notice.

#### 5 **ARTICLE 4 – COMPENSATION**

6 The Maximum Contract Amount and compensation payable to the  
7 CONTRACTOR for the cost of performing all services required to complete the Capital  
8 Improvements shall not exceed the sum of TWO HUNDRED THRITY TWO  
9 THOUSAND FOUR HUNDRED SEVENTY TWO AND 79/100 DOLLARS  
10 (\$232,472.79) (the “COMPENSATION”) which also includes a ten percent (10%)  
11 contingency of Twenty-One Thousand One Hundred Thirty Three and 89/100 Dollars  
12 (\$21,133.89), all as set forth in Attachment “B” which is fully incorporated by  
13 reference into this Agreement.

14 No charges shall be incurred by CONTRACTOR under this AGREEMENT nor  
15 shall any payments become due and payable to the CONTRACTOR until the services  
16 and related invoices for the Capital Improvement work has been performed and such  
17 invoices have been received by the SUCCESSOR AGENCY from the CONTRACTOR  
18 and approved by the SUCCESSOR AGENCY in accordance with this AGREEMENT.  
19 SUCCESSOR AGENCY may withhold any payment to the CONTRACTOR in any  
20 instance in which the SUCCESSOR AGENCY, its sole discretion, determines that  
21 CONTRACTOR has failed or refused to satisfy any material obligation under this  
22 AGREEMENT.

23 CONTRACTOR agrees that any work performed outside of the scope of this  
24 AGREEMENT without the prior written approval of the SUCCESSOR AGENCY shall  
25 be deemed gratuitous on the part of the CONTRACTOR and CONTRACTOR shall  
26 neither be reimbursed nor have any recognizable claim for payment or reimbursement  
27 against the SUCCESSOR AGENCY.

1 All invoices submitted by the CONTRACTOR shall include: (1) date of invoice;  
2 (2) sequential invoice number; (3) SUCCESSOR AGENCY Agreement number; (4)  
3 total AGREEMENT amount payable; (5) total invoice amount; (6) description of  
4 services provided and any reimbursable expenses; (7) CONTRACTOR'S employee(s)  
5 name providing service; (8) total billed SUCCESSOR AGENCY to date; and (9) total  
6 amount remaining on AGREEMENT.

7 CONTRACTOR shall be responsible for the cost of supplying all documentation  
8 necessary to verify amounts invoiced and requested for payment to the satisfaction of  
9 the SUCCESSOR AGENCY and shall certify on each invoice that it is entitled to the  
10 amount invoiced.

11 No compensation will be provided for any other task, service or expense not  
12 specifically authorized by this AGREEMENT without prior written approval of the  
13 SUCCESSOR AGENCY.

14 CONTRACTOR shall not charge and SUCCESSOR AGENCY shall not pay any  
15 finance charges and/or late fees on any overdue invoices.

## 16 **ARTICLE 5 – CONTRACT ADMINISTRATION**

### 17 SUCCESSOR AGENCY

18 Unless otherwise designated in writing, the Executive Director of the  
19 SUCCESSOR AGENCY shall serve as the SUCCESSOR AGENCY'S representative  
20 for the administration of this AGREEMENT.

### 21 CONTRACTOR

22 Unless otherwise designated in writing, STEVE MUNOZ shall serve as the  
23 CONTRACTOR'S project manager for this AGREEMENT.

24 The CONTRACTOR represents that it has or will secure at its own expense all  
25 personnel required to perform the services necessary to complete the Capital  
26 Improvements pursuant to this AGREEMENT. All the services required to perform  
27 then Capital Improvements under this Agreement shall be performed by the  
28

1 CONTRACTOR or under its supervision, and all personnel engaged in the work shall  
2 be qualified to perform such services.

3  
4 **ARTICLE 6 – SUCCESSOR AGENCY’S RESERVATION OF RIGHTS**

5 The SUCCESSOR AGENCY reserves the right to do the following:

6 1. Enter into agreements with third parties for use and the performance of  
7 the work on Parking Garage #2 during the performance of the Capital Improvement  
8 work provided such use does not unreasonably interfere with the performance of the  
9 Capital Improvements by CONTRACTOR; and

10 2. Modify, add, delete or restrict access to parking spaces in Parking Garage  
11 #2 during the performance of the Capital Improvements by CONTRACTOR.

12 **ARTICLE 7 – NOTICE**

13 Any notice given pursuant to this AGREEMENT shall be deemed received and  
14 effective on the date personally delivered, or if mailed, five (5) days after deposit of the  
15 same in the custody of the U.S. Postal Service, when properly addressed, posted and  
16 deposited in the U.S. mail addressed to the respective parties as follows:

17 **SUCCESSOR AGENCY:**

18 **One Manchester Boulevard**

19 **Inglewood, CA 90301**

20 **ATTN: Executive Director**

**CONTRACTOR:**

**12270 Martinique Street**

**Victorville, CA 92392**

**ATTN: Steve Munoz**

21 **ARTICLE 8 – INSURANCE**

22 **Required Insurance Coverage**

23 CONTRACTOR shall obtain and maintain at its expense, until completion of  
24 performance and acceptance by the SUCCESSOR AGENCY, the following insurance  
25 issued by an insurance company currently authorized by the Insurance Commissioner to  
26 transact the business of insurance in the State of California and having a rating of or  
27 equivalent to A:VIII by A.M. Best Company:

28 a. Commercial General Liability

Commercial General Liability (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) forms CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such insurance shall include products and completed operations liability, independent contractor's liability, broad form contractual liability and cross liability protection.

The "City of Inglewood as Successor Agency of the Inglewood Redevelopment Agency, its board members, officials, officers, agents, contractors employees and volunteers" must be separately endorsed to the policy as additional insured's on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

b. Automobile Liability

Automobile liability (including any owned, non-owned, hired or rented) in an amount not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury and personal property damage covering Auto Symbol 1 (Any Auto).

c. Workers' Compensation and Employer's Liability

Workers' Compensation as required by the California Labor Code and Employer's Liability in an amount not less than One Million Dollars (\$1,000,000) per occurrence.

d. Commercial Crime Coverage

Commercial Crime Coverage (including employee dishonesty) naming the SUCCESSOR AGENCY as a loss payee with respect to any loss concerning the Agreement, in the minimum amount of Two Million Dollars (\$2,000,000) per claim.

e. Professional Liability

Professional Liability (Errors and Omissions) coverage in the minimum amount of One Million Dollars (\$1,000,000) per claim.

**Required Insurance Documentation**

a. Certificate of Insurance

1 The CONTRACTOR must provide a Certificate of Insurance evidencing the  
2 required insurance set forth above. The Certificate Holder must be the “City of  
3 Inglewood as Successor Agency of the former Inglewood Redevelopment Agency,” and  
4 the Certificate Holders address must be addressed to One Manchester Boulevard,  
5 Inglewood, CA 90301.

6 b. Endorsements

7 In addition to the Certificate of Insurance, the CONTRACTOR must provide the  
8 following endorsements:

9 1) Additional insured endorsements to the general liability and auto liability  
10 insurance policies. The “City of Inglewood as Successor Agency of the former  
11 Inglewood Redevelopment Agency, its board members, officials, officers, agents,  
12 contractors, employees and volunteers” must be separately endorsed to the  
13 CONTRACTOR’S commercial general liability policy and the auto liability policy as  
14 additional insured’s on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG  
15 20 26 11 85.

16 2) Cancellation of notice endorsements. Each policy must be endorsed to  
17 provide that the policy shall not be cancelled or non-renewed by either party or reduced  
18 in coverage or limits (except by paid claims) unless the insurer has provided the  
19 SUCCESSOR AGENCY with thirty (30) days prior written notice of cancellation, ten  
20 (10) days for cancellation due to nonpayment of premium is acceptable.

21 3) Primary and noncontributory coverage endorsements. The commercial  
22 general liability and (if required) professional liability policies must be endorsed to  
23 provide that each policy shall on a primary and noncontributing basis in relation to any  
24 insurance or self-insurance, primary or excess, maintained by or available to the  
25 SUCCESSOR AGENCY, its board members, officials, officers, agents and employees.

26 **Deductibles and Self-insured Retentions**

27 Any deductibles or self-insured retentions must be declared to and approved by  
28 the SUCCESSOR AGENCY. At the SUCCESSOR AGENCY’S option, the insurer



1 shall either reduce or eliminate such deductibles or self-insured retentions with respect  
2 to the SUCCESSOR AGENCY, its board members, officials, officers, agents,  
3 contractors, employees, and volunteers or the insurer shall provide a financial guarantee  
4 satisfactory to the SUCCESSOR AGENCY guaranteeing payment of losses and related  
5 investigations, claims, administration and defense expenses.

#### 6 **Other Insurance Provisions**

7 CONTRACTOR shall obtain and cause to remain in full force and effect for the  
8 term of this AGREEMENT and for six (6) months thereafter, all of the required  
9 insurance coverage in the minimum amounts specified above.

#### 10 **Verification of Coverage Prior to Commencement of Services**

11 CONTRACTOR shall furnish the SUCCESSOR AGENCY with original  
12 certificates and amendatory endorsements affecting coverage required by this  
13 AGREEMENT. The endorsements should be on forms provided by the SUCCESSOR  
14 AGENCY or forms other than the SUCCESSOR AGENCY'S forms, provided those  
15 endorsements or policies conform to the SUCCESSOR AGENCY'S requirements. All  
16 certificates and endorsements are to be received and approved by the SUCCESSOR  
17 AGENCY before any work commences under this AGREEMENT. The SUCCESSOR  
18 AGENCY reserves the right to require complete, certified copies of all required  
19 insurance policies, including endorsements affecting the coverage required by these  
20 specifications at any time.

#### 21 **ARTICLE 9 – INDEPENDENT CONTRACTOR**

22 CONTRACTOR enters into this AGREEMENT as an independent contractor  
23 and not as an employee of the SUCCESSOR AGENCY. CONTRACTOR shall have  
24 no power or authority by this AGREEMENT to bind the SUCCESSOR AGENCY in  
25 any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with  
26 this independent contractor relationship or status. All employees, agents, contractors or  
27 subcontractors hired or retained by the CONTRACTOR are employees, agents,  
28 contractors or subcontractors of the CONTRACTOR, and not the SUCCESSOR

1 AGENCY. The SUCCESSOR AGENCY is not obligated in any way to pay any wage  
2 claims or other claims made against the CONTRACTOR by any such employee, agent,  
3 contractor or subcontractor, or by any other person resulting from the performance of  
4 any work with regard to the Capital Improvements pursuant to this AGREEMENT.

5 **ARTICLE 10 – INDEMNIFICATION**

6 To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend,  
7 protect and hold harmless the SUCCESSOR AGENCY, CITY and their respective  
8 board members, officials, officers, contractors, agents, employees and volunteers  
9 (collectively “Indemnitees”) from and against any loss, injury, damage, claim, lawsuit,  
10 expense, attorneys’ fees, or any other cost arising out of or in any way related to the  
11 performance of any services pursuant to this AGREEMENT, to the extent caused in  
12 whole or in part by the negligent act or omission, recklessness or willful misconduct of  
13 the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any  
14 of them or anyone for whose acts any of them may be liable, except where caused by  
15 the sole negligence or willful misconduct of the SUCCESSOR AGENCY.

16 If any action or proceeding is brought against the Indemnitees by reason of any  
17 of the matters against which CONTRACTOR has agreed to indemnify Indemnitees as  
18 provided above, CONTRACTOR, upon notice from the SUCCESSOR AGENCY, shall  
19 defend the Indemnitees at CONTRACTOR’S sole expense by counsel acceptable to the  
20 SUCCESSOR AGENCY. Such acceptance shall not be unreasonably withheld.  
21 Indemnitees need not have first paid for any of the matters to which Indemnitees are  
22 entitled to indemnification in order to be so indemnified. The insurance required to be  
23 maintained by CONTRACTOR under this AGREEMENT shall ensure  
24 CONTRACTOR’S obligations under this Article, but the limits of such insurance shall  
25 not limit the liability of the CONTRACTOR hereunder. The provisions of this Article  
26 shall survive the expiration or earlier termination of this AGREEMENT.

1                   **ARTICLE 11 – CONTRACTOR NONASSIGNABILITY/SUCCESSOR**  
2                                   **AGENCY ASSIGNABILITY**

3           The expertise and experience of the CONTRACTOR are material considerations  
4 of this AGREEMENT. The SUCCESSOR AGENCY has an interest in the  
5 qualifications and capabilities of the CONTRACTOR which is required to fulfill the  
6 duties and obligations imposed under this AGREEMENT. In recognition of that  
7 interest, the CONTRACTOR shall not assign or transfer this AGREEMENT, or any  
8 portion of this AGREEMENT, or the performance of any of the CONTRACTOR'S  
9 duties or obligations under this AGREEMENT without the prior written consent of the  
10 SUCCESSOR AGENCY. Any unauthorized assignment shall be ineffective, null and  
11 void, and shall constitute a material breach of this AGREEMENT entitling the  
12 SUCCESSOR AGENCY to any and all remedies at law or equity, including summary  
13 termination of this AGREEMENT. The CONTRACTOR shall not assign any interest  
14 in this AGREEMENT and shall not transfer any interest in the same whether by  
15 assignment or novation, without prior written approval of the SUCCESSOR AGENCY.

16           However, notwithstanding anything contained in this AGREEMENT to the  
17 contrary, SUCCESSOR AGENCY shall have the right to assign this AGREEMENT to  
18 the CITY upon written notice to CONTRACTOR. Upon receipt of such notice  
19 CONTRACTOR shall perform the Capital Improvements on the behalf of the CITY  
20 and the City Manager shall be deemed the CITY'S representative for purposes of  
21 administering this AGREEMENT.

22                                   **ARTICLE 12 – RECORDS AND AUDIT**

23           CONTRACTOR shall maintain copies of all data, information, documents,  
24 timesheets, invoices and other materials of work attributable to the performance of the  
25 Capital Improvements in connection with this AGREEMENT. The SUCCESSOR  
26 AGENCY shall have access to and the right to examine, audit, copy or transcribe any  
27 pertinent document, transaction, activity, or record relating to this AGREEMENT.  
28 CONTRACTOR shall cooperate and comply with all requests of SUCCESSOR

1 AGENCY'S auditors with regard to access and review of all records necessary to  
2 conduct audits in compliance with this AGREEMENT and any applicable requirements.  
3 SUCCESSOR AGENCY auditors shall be allowed to interview any employee of  
4 CONTRACTOR and its subcontractors throughout the term of this AGREEMENT and  
5 for a period of two (2) years after termination of this Agreement or any longer period if  
6 required by law.

7 All materials, including all pertinent financial records and proprietary data, shall  
8 be stored and maintained by CONTRACTOR at its main facility. Originals and/or  
9 copies of such documents or records shall be provided, at CONTRACTOR'S expense,  
10 directly to the SUCCESSOR AGENCY.

11 Access to such documents and records shall be granted to the SUCCESSOR  
12 AGENCY, as well as its successors-in-interest and designated representatives.

### 13 **ARTICLE 13 – OWNERSHIP OF DOCUMENTS**

14 The SUCCESSOR AGENCY shall own all data, information, documents and  
15 other work product of the CONTRACTOR prepared, assembled or maintained in  
16 connection with this AGREEMENT. The SUCCESSOR AGENCY shall have the sole  
17 right to use such materials within its discretion and without further compensation to the  
18 CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such  
19 documents or work product to the SUCCESSOR AGENCY upon written request.

20 CONTRACTOR shall assist the SUCCESSOR AGENCY in timely responding  
21 to requests made under the California Public Records Act to inspect any of the above  
22 described items under CONTRACTOR'S possession or control. The SUCCESSOR  
23 AGENCY shall make an independent determination as to the confidentiality of these  
24 documents to the extent permitted by law.

### 25 **ARTICLE 14 – NONDISCRIMINATION**

26 California Labor Code section 1735

27 No discrimination shall be made in the employment of persons working on  
28 behalf of or as an agent for the SUCCESSOR AGENCY because of the race, religious

1 creed, color, national origin, ancestry, physical or mental disability, medical condition,  
2 genetic information, marital status, sex, gender, gender identity, gender expression, age,  
3 sexual orientation, military and veteran status of any person, or any other cognizable  
4 group protected by law, except as provided in section 12940 of the Government Code.  
5 Every contractor for the SUCCESSOR AGENCY violating Labor Code section 1735 is  
6 subject to all the penalties imposed for a violation of this law.

#### 7 **ARTICLE 15 – AMENDMENTS, CHANGES OR MODIFICATIONS**

8 No amendments, changes or modifications to this AGREEMENT shall be  
9 effective unless in writing and signed by authorized representatives of the Parties  
10 hereto.

#### 11 **ARTICLE 16 – CHOICE OF LAW AND VENUE**

12 This AGREEMENT shall be interpreted, construed and governed according to  
13 the laws of the State of California. In the event of litigation between the Parties, venue  
14 in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court,  
15 Southwest District, located at 825 Maple Avenue, Torrance, California, 90503-5058. In  
16 the event of litigation in the United States District Court, venue shall lie exclusively in  
17 the Central District of California, in Los Angeles.

#### 18 **ARTICLE 17 – WAIVER OF BREACH OR DEFAULT**

19 Waiver of a breach or default of any term, condition or covenant under this  
20 AGREEMENT shall not constitute a continuing waiver thereof, nor shall it constitute a  
21 waiver of any other term, condition or covenant. Acceptance by the SUCCESSOR  
22 AGENCY of any work or services performed required to complete the Capital  
23 Improvements by the CONTRACTOR shall not constitute a waiver of the  
24 SUCCESSOR AGENCY’S right to seek correction for any breach or default under this  
25 AGREEMENT.

#### 26 **ARTICLE 18 – SEVERABILITY**

27 In the event that any term, condition or covenant herein is held to be invalid or  
28 void by any court of competent jurisdiction, the same shall be deemed severable from

1 the remainder of the AGREEMENT and shall in no way affect any other term,  
2 condition or covenant contained herein so long as its severance does not render this  
3 AGREEMENT meaningless with regard to a material term, in which event the entire  
4 AGREEMENT shall be void. If such term, condition, covenant or other provision shall  
5 be deemed invalid due to its scope of breadth, such provision shall be deemed valid to  
6 the extent of the scope of breadth permitted by law.

#### 7 **ARTICLE 19 – TITLES AND CAPTIONS**

8 Article titles, paragraph titles, or captions contained herein are inserted as a  
9 matter of convenience and for reference, and in no way define, limit, extend, or  
10 describe the scope of this AGREEMENT or any provision hereof.

#### 11 **ARTICLE 20 – WAIVER OF PRINCIPLE OF CONTRA** 12 **PROFERENTUM**

13 The Parties waive any benefit from the principle of *contra proferentum* and  
14 interpreting ambiguities against the drafter. No party shall be deemed the drafter of this  
15 AGREEMENT, or of any particular provision, and no part of this AGREEMENT shall  
16 be construed against any party on the basis that the particular party is the drafter of this  
17 AGREEMENT.

#### 18 **ARTICLE 21 – COUNTERPARTS**

19 This AGREEMENT may be executed in counterparts, and when each party  
20 hereto has signed and delivered at least one such counterpart, each counterpart shall be  
21 deemed an original and, when taken together with the other signed counterparts, shall  
22 constitute one agreement, which shall be binding and effective as to all Parties hereto.

#### 23 **ARTICLE 22 – ENTIRE AGREEMENT**

24 This AGREEMENT and any agreement, document, exhibit, or instrument  
25 attached hereto or referred to herein, integrate all the terms and conditions mentioned  
26 herein or incidental hereto, and supersede all oral negotiations and prior writings with  
27 respect to the subject of this AGREEMENT. The terms, conditions and covenants of  
28 this AGREEMENT shall prevail over any other agreement, document or instrument.

Furthermore, each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party that are not contained herein.

**IN WITNESS THEREOF**, the SUCCESSOR AGENCY and CONTRACTOR, have executed this Agreement as of the date first written above.

**SUCCESSOR AGENCY:**

**CONTRACTOR:**

**City of Inglewood as Successor  
Agency to the Inglewood  
Redevelopment Agency**

**J&S SYSTEMS, INC.**

By: \_\_\_\_\_  
James T. Butts, Jr.  
CHAIRPERSON

By: \_\_\_\_\_  
Name: Steve Munoz  
Title: CEO

**ATTEST:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Yvonne Horton  
AGENCY SECRETARY

By: \_\_\_\_\_  
Kenneth Campos  
GENERAL COUNSEL FOR  
SUCCESSOR AGENCY

**APPROVED:**

By: \_\_\_\_\_  
Royce K. Jones  
KANE BALLMER &  
BERKMAN  
SPECIAL COUNSEL FOR  
SUCCESSOR AGENCY

## ATTACHMENT "A"

### SCOPE OF WORK

This Scope of Work is affixed to the AGREEMENT between the SUCCESSOR AGENCY and J&S SYSTEMS, INC., a California corporation ("CONTRACTOR") concerning Internet Protocol Closed Circuit Television and Code Blue lighting security camera modernization of Parking Garage #2 which is owned and operated by the SUCCESSOR AGENCY. Any capitalized terms not defined herein shall have the meanings ascribed in the AGREEMENT.

In furtherance of the AGREEMENT, CONTRACTOR specifically agrees to (i) demolish the old analog closed circuit television wiring and system and install a new Internet Protocol video system, (ii) provide a modular Internet Protocol based audio system with two (2) speakers on each of the five (5) floors of Parking Garage #2 using licensed TalkMaster EE remote console operator's software, and (iii) provide fire alarm parts and labor to install Fire Lite alarm system for two elevators to meet NFPA72 National Fire Alarm Code guidelines, all of which are set out in more detail in the excerpted exhibits from that certain Proposal No. CSL C10 #958470 ACO #1010 dated August 28, 2015 consisting of nine (9) pages ("CONTRACTOR's proposal"). The terms of this Scope of Work shall supersede the CONTRACTOR's proposal, unless otherwise referenced herein.

#### A. Specific Contract Terms

1. CONTRACTOR's proposal contains Exhibits A through H summarized below. To the extent there are any changes to the CONTRACTOR's proposal, the summary below governs.

A. Remove, demolish, and dispose of old analog CCTV wiring and system. Provide new cable, conduit, and hardware to include new Internet Protocol (IP) cameras, Network Recording Systems, POE and Networking Devices, and Wireless Network Antennas. Provide all labor to pull wires, install conduits and junction boxes to install Forty (40) new IP cameras, including



1 in-elevator cameras. Terminate and dispose of field and head in equipment  
2 rendered obsolete by new IP Video System. Provide programming for  
3 Forty (40) IP cameras and network video recorder in the server room;  
4 provide and install new patch for server rack for cameras; provide and  
5 install new server rack and UPS battery backup for devices; provide and  
6 install and program Wireless Antenna at parking structure and City Hall to  
7 provide wireless network connection for remote viewing (Local Area  
8 Network). Provide new Help Point devices from Code Blue for each level  
9 of the parking structure. Static IP addresses required for VOIP connection  
10 to call a defined phone number via Internet connection. CONTRACTOR  
11 advises of Contractor's License C10 #958470 and that required proof of  
12 insurance to be provided prior to start of project. Final diagrams of  
13 equipment location and wiring details will be submitted prior to start of  
14 project. Work includes new cable, conduit, and hardware for new IP  
15 Cameras. Cameras compatible with current Inglewood PD leverage VMS  
16 Platform. (Exhibit A – IP CCTV Equipment – one (1) page totals  
17 \$64,557.43 includes tax)

18 B. Provide, program wireless antenna at parking structure and City Hall to  
19 provide wireless network connection for remote viewing. (Exhibit B –  
20 Wireless Antenna Equipment – one (1) page totals \$3,921.82 includes tax)

21 C. Provide new Help Point device (Code Blue-Emergency Phone Box)) for  
22 each level of parking structure (5 levels total). (Exhibit C – Code Blue  
23 Help Point Equipment – shared on one (1) page totals \$22,219.65 includes  
24 tax)

25 D. Labor for installation of items A through C, including removal and disposal  
26 of existing support infrastructure. This includes complete all installation  
27 and labor for above-referenced 40 IP cameras and programming, run  $\frac{3}{4}$  inch  
28 conduits and CAT6 cables with 18/2 power cable for all sections of labor,

complete all installation and labor for Ubiquiti Wireless Antenna for Local WIFI between City Hall and Parking Structure, and complete all installation and labor for Code Blue Help Point System from each CB2-e field device on each floor to head in unit. Approximately thirty (30) days to complete with one (1) year warranty for labor from time of completion. (Exhibit D – Labor – shared on one (1) page totals \$58,300).

E. Provide IP based audio system with 2 speakers on each floor of the parking structure using remote talk software. IP Audio equipment includes IP 7 SS20 20 Head in 20 Watt Audio Amplifier; five (5) IP 7 SS8 – 8 Watt Audio Amplifier (one per floor); ten (10) outdoor speakers; one (1) 24 Port POE+switch; and one (1) IP 7 TalkMaster Enterprise Software (remote console) (Exhibit E – Digital Acoustics IP Audio Paging System – shared on one (1) page totals \$21,255.00 includes tax)

F. Labor for installation of audio system, includes running all conduit, installation and programming system. (Exhibit F – Labor to run conduit, installation and programming of Digital Acoustics IP Based Audio System – shared on one (1) page totals \$8,000)

G. Provide fire alarm system for the two elevators as required by National Fire Alarm Code Guidelines, including one (1) fire lite panel; twelve (12) smoke detectors; two (2) heat detectors; ten (10) horn strobes; ten (10) pull stations; two (2) monitor modules; two (2) power supplies; one (1) lot including miscellaneous conduit, boxes, hardware, etc.. (Exhibit G – Fire Lite System – one (1) page totals \$7,085.00 includes taxes)

H. All labor to run conduit, installation and programming of Fire Lite Alarm System, including pre-testing of all equipment with scheduled onsite testing schedules with LA County Fire Department, Elevator Contractor, and State Compliance Department; all parts and installation to meet NFPA72 National Fire Alarm Code guidelines; total one hundred twenty (120) hours

1 estimated for installation and testing with one (1) year warranty for labor  
2 from time of completion. (Exhibit H – Labor for Fire Lite System  
3 Installation – shared on one (1) page totals \$26,000.00)

4 2. Notwithstanding the foregoing, SUCCESSOR AGENCY agrees with the  
5 CONTRACTOR's proposal clarification:

6 A. Customer will provide any additional 110V power necessary to complete  
7 work.

8 B. Elevator contractor will be responsible for providing traveler cable with  
9 correct elevator cab camera.

10 C. Customer will provide LAN IP addresses to be assigned to each IP camera,  
11 Video Management Server, and wireless Antenna located at Parking  
12 Garage #2.

13 D. If for any reason CONTRACTOR is unable to get cable to any location due  
14 to unforeseen issues or need to make modifications from initial scope of  
15 work or do additional construction work to cut out existing wall, such  
16 additional expenses will, if approved and within the contingency, be  
17 incurred by the SUCCESSOR AGENCY; otherwise unrelated expenses or  
18 costs in excess of the COMPENSATION (which includes the contingency)  
19 will require an amendment to the AGREEMENT and approval of said  
20 amendment to the AGREEMENT by the SUCCESSOR AGENCY.

21 E. CITY and SUCCESSOR AGENCY to use their best effort to avail  
22 CONTRACTOR of the CITY's bucket truck/boom if required.

23 B. General Terms

24 1. CONTRACTOR agrees to cooperate with SUCCESSOR AGENCY and  
25 CITY staff, along with any and all other contractors performing work and/or operating  
26 on or about Parking Garage #2.

27 2. At no additional expense to the SUCCESSOR AGENCY,  
28 CONTRACTOR agrees to dispose of all waste generated in connection with this

1 AGREEMENT according to the terms of all permits and applicable local, State, and  
2 Federal laws.

3         3.       SUCCESSOR AGENCY has provided a contingency into the  
4 AGREEMENT and does not agree to incur any additional costs above the  
5 COMPENSATION amount set out in Attachment “B”. SUCCESSOR AGENCY  
6 reserves the right to expend any unused portion of the COMPENSATION set out in  
7 Attachment “B” on any cost related to the CONTRACTOR’s proposal and the scope of  
8 work herein; this specifically includes, but is not limited to, a reservation of rights by  
9 the SUCCESSOR AGENCY to expend the per diem rental rate of Four Hundred Ninety  
10 Nine Dollars (\$499), if necessary and appropriate, should CITY-owned bucket  
11 truck/boom be necessary for other public use. Notwithstanding the foregoing, should  
12 there be unrelated work not contemplated by or included in the CONTRACTOR’s  
13 proposal, such additional work is not approved unless there is an amendment to the  
14 AGREEMENT approved in writing by the SUCCESSOR AGENCY.

15 C.     Security System Modernization

16         1.       The PARTIES agree the AGREEMENT is to perform those Capital  
17 Improvements to Parking Garage #2 to allow the SUCCESSOR AGENCY and CITY to  
18 protect the health and safety of the public.

19         2.       Specifically, the AGREEMENT is to provide a fully automated and  
20 operational state-of-the-art video and audio system throughout Parking Garage #2 to  
21 assist in curtailing crime, vagrancy, and malfeasance and enhance the health and safety  
22 of Parking Garage #2 to enable the public to fully utilize all parking spaces therein.

23         3.       At the conclusion of the AGREEMENT, delivery of the final product by  
24 the CONTRACTOR to the SUCCESSOR AGENCY as contemplated herein, and at no  
25 additional cost other than what is set forth in Attachment “B” to the AGREEMENT, the  
26 SUCCESSOR AGENCY expects the following to be fully operational and ready to use  
27 by SUCCESSOR AGENCY, CITY, and their contractors and assigns working at  
28 Parking Garage #2 and Inglewood City Hall:

1 (i) a new Internet Protocol video system with Code Blue wiring and system;  
2 (ii) a new modular Internet Protocol based audio system with two (2) speakers  
3 on each of the five (5) floors of Parking Garage #2 using licensed TalkMaster EE  
4 remote console operator's software, and  
5 (iii) a new Fire Lite alarm system for two elevators meeting NFPA72 National  
6 Fire Alarm Code guidelines.

**ATTACHMENT “B”**

**COMPENSATION**

**CONTRACT AMOUNT:**

- \$211,338.90
- \$21,133.89 (10.0% Contingency)
- \$232,472.79 (Total Contract, includes 10.0% Contingency)

**PAYMENT TERMS:**

- 50% Down Payment required before starting work.
- 45% Balance due upon completion of work.
- 05% Successor Agency retention to be paid 30 days after project completion.

1                                   **SUCCESSOR AGENCY OF THE**  
2                                   **FORMER INGLEWOOD REDEVELOPMENT AGENCY**

3                                   **AGREEMENT NO. 15-\_\_\_\_\_**

4           **THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of  
5 \_\_\_\_\_, 2015 (the “Effective Date”), by and between the City of  
6 Inglewood as Successor Agency of the former Inglewood Redevelopment Agency, a  
7 public entity created under Part 1.85 of Assembly Bill No. 26 (1<sup>st</sup> Ex. Sess.) as set forth  
8 in California Health & Safety Code sections 34170 through 34191 (“SUCCESSOR  
9 AGENCY”), and MACHINEOUS CONSULTANTS, with its principal place of  
10 business located at 2807 Highland Avenue, Suite #1, Santa Monica, CA 90405  
11 (“CONTRACTOR”).

12                                   **RECITALS**

13           **WHEREAS**, the SUCCESSOR AGENCY is the fee owner of two (2) public  
14 parking garages located within the City of Inglewood and specifically identified as: (1)  
15 Civic Center Plaza, One W. Manchester Boulevard “Parking Garage #1”); and (2) 115  
16 South Locust Street (Parking Garage #2”)(Parking Garage #1 and Parking Garage #2  
17 are sometimes collectively referred to herein as the “Parking Garages”);

18           **WHEREAS**, the SUCCESSOR AGENCY is responsible for operating and  
19 maintaining the Parking Garages subject to California Department of Finance (“DOF”)  
20 budgetary and operational oversight until such time as fee ownership of the Parking  
21 Garages is transferred by the SUCCSEESOR AGENCY to the CITY OF  
22 INGLEWOOD pursuant to a DOF-approved Long Range Property Management Plan  
23 officially providing for fee conveyance and transfer of the Parking Garages;

24           **WHEREAS**, the SUCCESSOR AGENCY has informally solicited the services  
25 of certain qualified and experienced contractors to perform certain major capital  
26 improvements to address and correct major public safety concerns at Parking Garage  
27 #2. Such services include but are not limited to various visual and public safety capital  
28 improvements to Parking Garage #2 (the “Capital Improvements”), all as more

specifically identified and provided in the "Scope of Services" attached to this Agreement as Attachment "A" which is fully incorporated herein by this reference;

**WHEREAS**, the CONTRACTOR has submitted a response to the SUCCESSOR AGENCY'S request to perform the Capital Improvements and desires to perform the Capital Improvements in accordance with the terms and conditions of this AGREEMENT;

**WHEREAS**, the CONTRACTOR holds itself out as being capable and competent to perform the Capital Improvements requested by the SUCCESSOR AGENCY; and

**WHEREAS**, the CONTRACTOR agrees and acknowledges that it has investigated and researched all matters and conditions pertinent to and affecting the performance and completion of the Capital Improvements including the necessary labor and materials needed and required by this AGREEMENT, and its decision to execute this AGREEMENT is based on such independent investigation and research,

**NOW THEREFORE**, the SUCCESSOR AGENCY and CONTRACTOR (collectively referred to as the "PARTIES") agree as follows:

#### **ARTICLE 1 – SCOPE OF SERVICES**

CONTRACTOR shall provide all labor, tools, materials, equipment, supplies, and transportation necessary to supervise, operate, administer and perform the Capital Improvements at Parking Garage #2 as required by the SUCCESSOR AGENCY in accordance with the terms and conditions of this AGREEMENT. In the event of any conflict, the following order of precedence shall govern: (1) this AGREEMENT (including Attachment "A"); and (2) CONTRACTOR'S proposal and any supplemental responses. In case of any ambiguity or discrepancy between words and figures used in the aforementioned documents, the words shall control.

CONTRACTOR shall obtain at its own expense, all necessary licenses, permits, and certificates, including, but not limited to, those required by the City of Inglewood ("CITY") and SUCCESSOR AGENCY to perform the Capital Improvements



1 contemplated in and required by this AGREEMENT. The CONTRACTOR shall notify  
2 the SUCCESSOR AGENCY immediately of any suspension, termination, lapse,  
3 restriction, or non-renewal of the required licenses, permits, certificates or other  
4 documents. Failure to comply with these terms may, at the option of the SUCCESSOR  
5 AGENCY, be treated as a material breach of this AGREEMENT authorizing  
6 termination of this Agreement by the SUCCESSOR AGENCY.

7 CONTRACTOR covenants that neither it, nor any of its employees, agents,  
8 contractors and/or subcontractors has any interest, nor shall they acquire any interest,  
9 direct or indirect, in this AGREEMENT, nor any other interest which would conflict in  
10 any manner or degree with the performance of the Capital Improvements or any other  
11 services rendered hereunder.

12 CONTRACTOR warrants that it shall perform the Capital Improvements  
13 required by this AGREEMENT in compliance with all applicable Federal, State and  
14 local employment laws, including, but not limited to, those related to work hours and  
15 minimum wage; occupational health and safety; fair employment and employment  
16 practices; workers' compensation insurance and safety in employment; and all other  
17 Federal, State and local laws or ordinances applicable to the services required under this  
18 AGREEMENT. CONTRACTOR is liable for any penalty imposed for a violation  
19 thereof.

20 It is mutually agreed by the Parties that the SUCCESSOR AGENCY is relying  
21 upon the professional skill of CONTRACTOR and CONTRACTOR shall perform the  
22 Capital Improvements as well as all other services required by this AGREEMENT to  
23 the highest and best professional standards. Acceptance of CONTRACTOR'S work by  
24 SUCCESSOR AGENCY shall not operate as a release of CONTRACTOR'S  
25 representations.

#### 26 Staffing and Schedule

27 CONTRACTOR shall provide the necessary onsite coverage and supervision  
28 during all periods of time the Capital Improvements are being performed at Parking

1 Garage #2. There shall be at least one CONTRACTOR supervisor onsite at Parking  
2 Garage #2 during the days and hours of performance of the Capital Improvements. The  
3 SUCCESSOR AGENCY reserves the right to request a change in the staffing level and  
4 the days and hours of performance of the Capital Improvements, and shall provide the  
5 CONTRACTOR forty-eight (48) hours written notice of any requested change. The  
6 CONTRACTOR reserves the right to determine the assignment of employees  
7 performing the Capital Improvements under this AGREEMENT.

8 If any scheduled employee of CONTRACTOR is unable to adequately perform  
9 any services required for the completion of the Capital Improvements at Parking  
10 Garage #2 for any reason, the CONTRACTOR shall immediately find and provide a  
11 qualified replacement. CONTRACTOR'S failure to meet this time commitment may  
12 result in a reduction in COMPENSATION commensurate with any delay caused by an  
13 untimely replacement.

14 The SUCCESSOR AGENCY reserves the right to require the CONTRACTOR  
15 to replace any employee performing the Capital Improvements under this  
16 AGREEMENT for any or no reason. At the time of exercising this right, the  
17 SUCCESSOR AGENCY agrees to notify the CONTRACTOR of its desire to exercise  
18 this right, and if necessary, meet and request replacement of said employee(s). Any  
19 replacement employee is subject to the SUCCESSOR AGENCY'S written approval  
20 prior to performing any services under this AGREEMENT. Any such approval shall not  
21 be unreasonably conditioned, delayed or withheld.

#### 22 Records, Reports and Accounting

23 CONTRACTOR shall maintain a system of internal controls to account for all  
24 work performed for the Capital Improvements in full compliance with the terms of this  
25 AGREEMENT. All expenditures made by CONTRACTOR outside of the  
26 COMPENSATION payable to CONTRACTOR pursuant to the terms of this  
27 AGREEMENT, shall require prior written approval from the SUCCESSOR AGENCY  
28 and all such expenditures made without such approval shall be at the sole cost of the

1 CONTRACTOR for which SUCCESSOR AGENCY shall have no liability or  
2 responsibility.

3 CONTRACTOR shall maintain records and reports of any incident or  
4 occurrence giving rise to any claim for loss or damages in the performance of the  
5 Capital Improvements, and submit said documents to the SUCCESSOR AGENCY'S  
6 designated representative within twenty-four (24) hours of the reported incident. The  
7 report shall include the names, addresses and telephone numbers of the involved  
8 persons and any witnesses. CONTRACTOR shall contact the Inglewood Police  
9 Department and any other appropriate authority where such incident directly or  
10 indirectly involves any type of criminal or potential criminal matter.

## 11 **ARTICLE 2 – SUCCESSOR AGENCY'S RESPONSIBILITIES**

12 The SUCCESSOR AGENCY shall provide reasonable access to  
13 CONTRACTOR and any authorized employees of CONTRACTOR to Parking Garage  
14 #2 for the sole and limited purpose of providing the services necessary to perform and  
15 complete the Capital Improvements as specified in Attachment "A," which is attached  
16 hereto and fully incorporated herein by reference.

## 17 **ARTICLE 3 – TERM AND TERMINATION**

18 Term. The term of this AGREEMENT is for the earlier of the expiration of one  
19 (1) year following the Effective Date of this AGREEMENT, or until such time as the  
20 SUCCESSOR AGENCY approves and accepts the Capital Improvements as complete.

21 Termination. The SUCCESSOR AGENCY may terminate this AGREEMENT  
22 in its own discretion, or when conditions involving the services required for the  
23 performance of the Capital Improvements make it impossible to proceed, or if the  
24 SUCCESSOR AGENCY is prevented from proceeding with this AGREEMENT by  
25 law, or by official action of a public authority having jurisdiction over the PARKING  
26 GARAGES. The SUCCESSOR AGENCY shall provide five (5) days written notice of  
27 termination to the CONTRACTOR, unless a shorter notice time is reasonable or  
28 necessary. In the event of termination, CONTRACTOR shall immediately stop

1 rendering services under this AGREEMENT, unless otherwise directed to continue by  
2 the SUCCESSOR AGENCY, and shall submit its final invoice to the SUCCESSOR  
3 AGENCY within ten (10) days of receipt of the notice.

#### 4 **ARTICLE 4 – COMPENSATION**

5 The Maximum Contract Amount and compensation payable to the  
6 CONTRACTOR for the cost of performing all services required to complete the Capital  
7 Improvements shall not exceed the sum of THREE HUNDRED FIFTY THOUSAND  
8 FOUR HUNDRED FORTY THREE AND 40/100 DOLLARS (\$350,443.40)(the  
9 “COMPENSATION”) which also includes a fifteen percent (15%) contingency of  
10 Forty-Three Thousand Two Hundred Dollars (\$43,200), all as set forth in Attachment  
11 “B” which is fully incorporated by reference into this Agreement.

12 No charges shall be incurred by CONTRACTOR under this AGREEMENT nor  
13 shall any payments become due and payable to the CONTRACTOR until the services  
14 and related invoices for the Capital Improvement work has been performed and such  
15 invoices have been received by the SUCCESSOR AGENCY from the CONTRACTOR  
16 and approved by the SUCCESSOR AGENCY in accordance with this AGREEMENT.  
17 SUCCESSOR AGENCY may withhold any payment to the CONTRACTOR in any  
18 instance in which the SUCCESSOR AGENCY, in its sole discretion, determines that  
19 CONTRACTOR has failed or refused to satisfy any material obligation under this  
20 AGREEMENT.

21 CONTRACTOR agrees that any work performed outside of the scope of this  
22 AGREEMENT without the prior written approval of the SUCCESSOR AGENCY shall  
23 be deemed gratuitous on the part of the CONTRACTOR and CONTRACTOR shall  
24 neither be reimbursed nor have any recognizable claim for payment or reimbursement  
25 against the SUCCESSOR AGENCY.

26 All invoices submitted by the CONTRACTOR shall include: (1) date of invoice;  
27 (2) sequential invoice number; (3) SUCCESSOR AGENCY Agreement number; (4)  
28 total AGREEMENT amount payable; (5) total invoice amount; (6) description of

1 services provided and any reimbursable expenses; (7) CONTRACTOR'S employee(s)  
2 name providing service; (8) total billed SUCCESSOR AGENCY to date; and (9) total  
3 amount remaining on AGREEMENT.

4 CONTRACTOR shall be responsible for the cost of supplying all documentation  
5 necessary to verify amounts invoiced and requested for payment to the satisfaction of  
6 the SUCCESSOR AGENCY and shall certify on each invoice that it is entitled to the  
7 amount invoiced.

8 No compensation will be provided for any other task, service or expense not  
9 specifically authorized by this AGREEMENT without prior written approval of the  
10 SUCCESSOR AGENCY.

11 CONTRACTOR shall not charge and SUCCESSOR AGENCY shall not pay any  
12 finance charges and/or late fees on any overdue invoices.

#### 13 **ARTICLE 5 – CONTRACT ADMINISTRATION**

##### 14 SUCCESSOR AGENCY

15 Unless otherwise designated in writing, the Executive Director of the  
16 SUCCESSOR AGENCY shall serve as the SUCCESSOR AGENCY'S representative  
17 for the administration of this AGREEMENT.

##### 18 CONTRACTOR

19 Unless otherwise designated in writing, ANDREAS FROECH shall serve as the  
20 CONTRACTOR'S project manager for this AGREEMENT.

21 The CONTRACTOR represents that it has or will secure at its own expense all  
22 personnel required to perform the services necessary to complete the Capital  
23 Improvements pursuant to this AGREEMENT. All the services required to perform  
24 then Capital Improvements under this Agreement shall be performed by the  
25 CONTRACTOR or under its supervision, and all personnel engaged in the work shall  
26 be qualified to perform such services.

#### 27 **ARTICLE 6 – SUCCESSOR AGENCY'S RESERVATION OF RIGHTS**

28 The SUCCESSOR AGENCY reserves the right to do the following:



1 products and completed operations liability, independent contractor's liability, broad  
2 form contractual liability and cross liability protection.

3 The "City of Inglewood as Successor Agency of the Inglewood Redevelopment  
4 Agency, its board members, officials, officers, agents, contractors employees and  
5 volunteers" must be separately endorsed to the policy as additional insured's on an  
6 endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

7 b. Automobile Liability

8 Automobile liability (including any owned, non-owned, hired or rented) in an  
9 amount not less than One Million Dollars (\$1,000,000) combined single limit per  
10 accident for bodily injury and personal property damage covering Auto Symbol 1 (Any  
11 Auto).

12 c. Workers' Compensation and Employer's Liability

13 Workers' Compensation as required by the California Labor Code and  
14 Employer's Liability in an amount not less than One Million Dollars (\$1,000,000) per  
15 occurrence.

16 d. Commercial Crime Coverage

17 Commercial Crime Coverage (including employee dishonesty) naming the  
18 SUCCESSOR AGENCY as a loss payee with respect to any loss concerning the  
19 Agreement, in the minimum amount of Two Million Dollars (\$2,000,000) per claim.

20 e. Professional Liability

21 Professional Liability (Errors and Omissions) coverage in the minimum amount  
22 of One Million Dollars (\$1,000,000) per claim.

23 **Required Insurance Documentation**

24 a. Certificate of Insurance

25 The CONTRACTOR must provide a Certificate of Insurance evidencing the  
26 required insurance set forth above. The Certificate Holder must be the "City of  
27 Inglewood as Successor Agency of the former Inglewood Redevelopment Agency," and  
28

the Certificate Holders address must be addressed to One Manchester Boulevard, Inglewood, CA 90301.

b. Endorsements

In addition to the Certificate of Insurance, the CONTRACTOR must provide the following endorsements:

1) Additional insured endorsements to the general liability and auto liability insurance policies. The “City of Inglewood as Successor Agency of the former Inglewood Redevelopment Agency, its board members, officials, officers, agents, contractors, employees and volunteers” must be separately endorsed to the CONTRACTOR’S commercial general liability policy and the auto liability policy as additional insured’s on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

2) Cancellation of notice endorsements. Each policy must be endorsed to provide that the policy shall not be cancelled or non-renewed by either party or reduced in coverage or limits (except by paid claims) unless the insurer has provided the SUCCESSOR AGENCY with thirty (30) days prior written notice of cancellation, ten (10) days for cancellation due to nonpayment of premium is acceptable.

3) Primary and noncontributory coverage endorsements. The commercial general liability and (if required) professional liability policies must be endorsed to provide that each policy shall on a primary and noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the SUCCESSOR AGENCY, its board members, officials, officers, agents and employees.

**Deductibles and Self-insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the SUCCESSOR AGENCY. At the SUCCESSOR AGENCY’S option, the insurer shall either reduce or eliminate such deductibles or self-insured retentions with respect to the SUCCESSOR AGENCY, its board members, officials, officers, agents, contractors, employees, and volunteers or the insurer shall provide a financial guarantee



1 satisfactory to the SUCCESSOR AGENCY guaranteeing payment of losses and related  
2 investigations, claims, administration and defense expenses.

### 3 **Other Insurance Provisions**

4 CONTRACTOR shall obtain and cause to remain in full force and effect for the  
5 term of this AGREEMENT and for six (6) months thereafter, all of the required  
6 insurance coverage in the minimum amounts specified above.

### 7 **Verification of Coverage Prior to Commencement of Services**

8 CONTRACTOR shall furnish the SUCCESSOR AGENCY with original  
9 certificates and amendatory endorsements affecting coverage required by this  
10 AGREEMENT. The endorsements should be on forms provided by the SUCCESSOR  
11 AGENCY or forms other than the SUCCESSOR AGENCY'S forms, provided those  
12 endorsements or policies conform to the SUCCESSOR AGENCY'S requirements. All  
13 certificates and endorsements are to be received and approved by the SUCCESSOR  
14 AGENCY before any work commences under this AGREEMENT. The SUCCESSOR  
15 AGENCY reserves the right to require complete, certified copies of all required  
16 insurance policies, including endorsements affecting the coverage required by these  
17 specifications at any time.

## 18 **ARTICLE 9 – INDEPENDENT CONTRACTOR**

19 CONTRACTOR enters into this AGREEMENT as an independent contractor  
20 and not as an employee of the SUCCESSOR AGENCY. CONTRACTOR shall have  
21 no power or authority by this AGREEMENT to bind the SUCCESSOR AGENCY in  
22 any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with  
23 this independent contractor relationship or status. All employees, agents, contractors or  
24 subcontractors hired or retained by the CONTRACTOR are employees, agents,  
25 contractors or subcontractors of the CONTRACTOR, and not the SUCCESSOR  
26 AGENCY. The SUCCESSOR AGENCY is not obligated in any way to pay any wage  
27 claims or other claims made against the CONTRACTOR by any such employee, agent,  
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1 contractor or subcontractor, or by any other person resulting from the performance of  
2 any work with regard to the Capital Improvements pursuant to this AGREEMENT.

### 3 **ARTICLE 10 – INDEMNIFICATION**

4 To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend,  
5 protect and hold harmless the SUCCESSOR AGENCY, CITY and their respective  
6 board members, officials, officers, contractors, agents, employees and volunteers  
7 (collectively “Indemnities”) from and against any loss, injury, damage, claim, lawsuit,  
8 expense, attorneys’ fees, or any other cost arising out of or in any way related to the  
9 performance of any services pursuant to this AGREEMENT, to the extent caused in  
10 whole or in part by the negligent act or omission, recklessness or willful misconduct of  
11 the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any  
12 of them or anyone for whose acts any of them may be liable, except where caused by  
13 the sole negligence or willful misconduct of the SUCCESSOR AGENCY.

14 If any action or proceeding is brought against the Indemnities by reason of any  
15 of the matters against which CONTRACTOR has agreed to indemnify Indemnities as  
16 provided above, CONTRACTOR, upon notice from the SUCCESSOR AGENCY, shall  
17 defend the Indemnities at CONTRACTOR’S expense by counsel acceptable to the  
18 SUCCESSOR AGENCY. Such acceptance shall not be unreasonably withheld.  
19 Indemnities need not have first paid for any of the matters to which Indemnities are  
20 entitled to indemnification in order to be so indemnified. The insurance required to be  
21 maintained by CONTRACTOR under this AGREEMENT shall ensure  
22 CONTRACTOR’S obligations under this Article, but the limits of such insurance shall  
23 not limit the liability of the CONTRACTOR hereunder. The provisions of this Article  
24 shall survive the expiration or earlier termination of this AGREEMENT.

### 25 **ARTICLE 11 – CONTRACTOR NONASSIGNABILITY/SUCCESSOR** 26 **AGENCY ASSIGNABILITY**

27 The expertise and experience of the CONTRACTOR are material considerations  
28 of this AGREEMENT. The SUCCESSOR AGENCY has an interest in the

1 qualifications and capabilities of the CONTRACTOR which is required to fulfill the  
2 duties and obligations imposed under this AGREEMENT. In recognition of that  
3 interest, the CONTRACTOR shall not assign or transfer this AGREEMENT, or any  
4 portion of this AGREEMENT, or the performance of any of the CONTRACTOR'S  
5 duties or obligations under this AGREEMENT without the prior written consent of the  
6 SUCCESSOR AGENCY. Any unauthorized assignment shall be ineffective, null and  
7 void, and shall constitute a material breach of this AGREEMENT entitling the  
8 SUCCESSOR AGENCY to any and all remedies at law or equity, including summary  
9 termination of this AGREEMENT. The CONTRACTOR shall not assign any interest  
10 in this AGREEMENT and shall not transfer any interest in the same whether by  
11 assignment or novation, without prior written approval of the SUCCESSOR AGENCY.

12 However, notwithstanding anything contained in this AGREEMENT to the  
13 contrary, SUCCESSOR AGENCY shall have the right to assign this AGREEMENT to  
14 the CITY upon written notice to CONTRACTOR. Upon receipt of such notice  
15 CONTRACTOR shall perform the Capital Improvements on the behalf of the CITY  
16 and the City Manager shall be deemed the CITY'S representative for purposes of  
17 administering this AGREEMENT.

## 18 **ARTICLE 12 – RECORDS AND AUDIT**

19 CONTRACTOR shall maintain copies of all data, information, documents,  
20 timesheets, invoices and other materials of work attributable to the performance of the  
21 Capital Improvements in connection with this AGREEMENT. The SUCCESSOR  
22 AGENCY shall have access to and the right to examine, audit, copy or transcribe any  
23 pertinent documents, transaction, activity, or record relating to this AGREEMENT.  
24 CONTRACTOR shall cooperate and comply with all requests of SUCCESSOR  
25 AGENCY'S auditors with regard to access and review of all records necessary to  
26 conduct audits in compliance with this AGREEMENT. SUCCESSOR AGENCY  
27 auditors shall be allowed to interview any employee of CONTRACTOR and its  
28

1 subcontractors throughout the term of this AGREEMENT and for a period of two (2)  
2 years after termination of this Agreement or any longer period if required by law.

3 All materials, including all pertinent financial records and proprietary data, shall  
4 be stored and maintained by CONTRACTOR at its main facility. Originals and/or  
5 copies of such documents or records shall be provided, at CONTRACTOR'S expense,  
6 directly to the SUCCESSOR AGENCY.

7 Access to such documents and records shall be granted to the SUCCESSOR  
8 AGENCY, as well as its successors-in-interest and designated representatives.

### 9 **ARTICLE 13 – OWNERSHIP OF DOCUMENTS**

10 The SUCCESSOR AGENCY shall own all data, information, documents and  
11 other work product of the CONTRACTOR prepared, assembled or maintained in  
12 connection with this AGREEMENT. The SUCCESSOR AGENCY shall have the sole  
13 right to use such materials within its discretion and without further compensation to the  
14 CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such  
15 documents or work product to the SUCCESSOR AGENCY upon written request.

16 CONTRACTOR shall assist the SUCCESSOR AGENCY in timely responding  
17 to requests made under the California Public Records Act to inspect any of the above  
18 described items under CONTRACTOR'S possession or control. The SUCCESSOR  
19 AGENCY shall make an independent determination as to the confidentiality of these  
20 documents to the extent permitted by law.

### 21 **ARTICLE 14 – NONDISCRIMINATION**

#### 22 California Labor Code section 1735

23 No discrimination shall be made in the employment of persons working on  
24 behalf of or as an agent for the SUCCESSOR AGENCY because of the race, religious  
25 creed, color, national origin, ancestry, physical or mental disability, medical condition,  
26 genetic information, marital status, sex, gender, gender identity, gender expression, age,  
27 sexual orientation, military and veteran status of any person, or any other cognizable  
28 group protected by law, except as provided in section 12940 of the Government Code.

1 Every contractor for the SUCCESSOR AGENCY violating Labor Code section 1735 is  
2 subject to all the penalties imposed for a violation of this law.

3 **ARTICLE 15 – AMENDMENTS, CHANGES OR MODIFICATIONS**

4 No amendments, changes or modifications to this AGREEMENT shall be  
5 effective unless in writing and signed by authorized representatives of the Parties  
6 hereto.

7 **ARTICLE 16 – CHOICE OF LAW AND VENUE**

8 This AGREEMENT shall be interpreted, construed and governed according to  
9 the laws of the State of California. In the event of litigation between the Parties, venue  
10 in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court,  
11 Southwest District, located at 825 Maple Avenue, Torrance, California, 90503-5058. In  
12 the event of litigation in the United States District Court, venue shall lie exclusively in  
13 the Central District of California, in Los Angeles.

14 **ARTICLE 17 – WAIVER OF BREACH OR DEFAULT**

15 Waiver of a breach or default of any term, condition or covenant under this  
16 AGREEMENT shall not constitute a continuing waiver thereof, nor shall it constitute a  
17 waiver of any other term, condition or covenant. Acceptance by the SUCCESSOR  
18 AGENCY of any work or services performed required to complete the Capital  
19 Improvements by the CONTRACTOR shall not constitute a waiver of the  
20 SUCCESSOR AGENCY’S right to seek correction for any breach or default under this  
21 AGREEMENT.

22 **ARTICLE 18 – SEVERABILITY**

23 In the event that any term, condition or covenant herein is held to be invalid or  
24 void by any court of competent jurisdiction, the same shall be deemed severable from  
25 the remainder of the AGREEMENT and shall in no way affect any other term,  
26 condition or covenant contained herein so long as its severance does not render this  
27 AGREEMENT meaningless with regard to a material term, in which event the entire  
28 AGREEMENT shall be void. If such term, condition, covenant or other provision shall

1 be deemed invalid due to its scope of breadth, such provision shall be deemed valid to  
2 the extent of the scope of breadth permitted by law.

### 3 **ARTICLE 19 – TITLES AND CAPTIONS**

4 Article titles, paragraph titles, or captions contained herein are inserted as a  
5 matter of convenience and for reference, and in no way define, limit, extend, or  
6 describe the scope of this AGREEMENT or any provision hereof.

### 7 **ARTICLE 20 – WAIVER OF PRINCIPLE OF CONTRA** 8 **PROFERENTUM**

9 The Parties waive any benefit from the principle of *contra proferentum* and  
10 interpreting ambiguities against the drafter. No party shall be deemed the drafter of this  
11 AGREEMENT, or of any particular provision, and no part of this AGREEMENT shall  
12 be construed against any party on the basis that the particular party is the drafter of this  
13 AGREEMENT.

### 14 **ARTICLE 21 – COUNTERPARTS**

15 This AGREEMENT may be executed in counterparts, and when each party  
16 hereto has signed and delivered at least one such counterpart, each counterpart shall be  
17 deemed an original and, when taken together with the other signed counterparts, shall  
18 constitute one agreement, which shall be binding and effective as to all Parties hereto.

### 19 **ARTICLE 22 – ENTIRE AGREEMENT**

20 This AGREEMENT and any agreement, document, exhibit, or instrument  
21 attached hereto or referred to herein, integrate all the terms and conditions mentioned  
22 herein or incidental hereto, and supersede all oral negotiations and prior writings with  
23 respect to the subject of this AGREEMENT. The terms, conditions and covenants of  
24 this AGREEMENT shall prevail over any other agreement, document or instrument.  
25 Furthermore, each party to this AGREEMENT acknowledges that no representations,  
26 inducements, promises or agreements, oral or otherwise, have been made by any party,  
27 or anyone acting on behalf of any party that are not contained herein.

1           **IN WITNESS THEREOF**, the SUCCESSOR AGENCY and CONTRACTOR,  
2 have executed this Agreement as of the date first written above.

3 **SUCCESSOR AGENCY:**

**CONTRACTOR:**

4  
5 **City of Inglewood as Successor**  
6 **Agency to the Inglewood**  
7 **Redevelopment Agency**

**Machineous Consultants**

8 By: \_\_\_\_\_  
9       James T. Butts, Jr.  
10       CHAIRPERSON

By: \_\_\_\_\_  
Name: Andreas Froech  
Title:

11 **ATTEST:**

**APPROVED AS TO FORM:**

12  
13 By: \_\_\_\_\_  
14       Yvonne Horton  
15       AGENCY SECRETARY

By: \_\_\_\_\_  
Kenneth Campos  
GENERAL COUNSEL FOR  
SUCCESSOR AGENCY

16  
17 **APPROVED:**

18  
19 By: \_\_\_\_\_  
20       Royce K. Jones  
21       KANE BALLMER &  
22       BERKMAN  
23       SPECIAL COUNSEL FOR  
24       SUCCESSOR AGENCY  
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1 Phase Two

2 (a) deliver and install all materials to complete contractual requirement for Phase One  
3 for perforated galvanized steel screen with its support structure and four (4) electric  
4 rollup doors and street and roof exit doors; and (b) rent all equipment for installation of  
5 items above in Phase One, including scaffolding as needed; and (c) perform sufficient  
6 site visits and updates to SUCCESSOR AGENCY. Phase Two costs are One Hundred  
7 Fifty Five Thousand Dollars (\$155,000).

8 Plan Check Fees, Building Permit fees and Site Plan Review fees

9 The amount of Nineteen Thousand Two Hundred Forty Three Dollars (\$19,243)  
10 has been included in the COMPENSATION and segregated to pay for the  
11 SUCCESSOR AGENCY responsibility for payment of plan check fees, building permit  
12 fees, and site plan review fees.

13 The terms of this Scope of Work shall supersede the CONTRACTOR's  
14 proposal, unless otherwise referenced herein.

15 A. General Terms

16 1. CONTRACTOR agrees to cooperate with SUCCESSOR AGENCY and  
17 CITY staff, along with any and all other contractors performing work and/or operating  
18 on or about Parking Garage #2.

19 2. At no additional expense to the SUCCESSOR AGENCY,  
20 CONTRACTOR agrees to dispose of all waste generated in connection with this  
21 AGREEMENT according to the terms of all permits and applicable local, State, and  
22 Federal laws.

23 3. SUCCESSOR AGENCY does not agree to incur any additional costs  
24 other than those set out herein and payment for which is set out in the Compensation  
25 section of the AGREEMENT and Attachment "B" to the AGREEMENT.

26 4. Unless otherwise agreed upon, SUCCESSOR AGENCY has placed a  
27 contingency in the even the SUCCESSOR AGENCY is required to comply with any  
28 requirements imposed upon the SUCCESSOR AGENCY during the plan check,

1 building permit, and site plan review process. Should there be any overruns or  
2 additional fees and costs, of any kind or nature, above the contingency in this  
3 AGREEMENT, such overruns or additional fees and costs shall be the responsibility of  
4 the CONTRACTOR.

5 B. Design, Fabrication, and Installation of Screens and Rollup Doors

6 1. The PARTIES agree the AGREEMENT is to perform those Capital  
7 Improvements to Parking Garage #2 to allow the SUCCESSOR AGENCY and CITY to  
8 protect the health and safety of the public.

9 2. Specifically, the AGREEMENT is to provide galvanized steel screens  
10 with support structures to cover three of the five stories of Parking Garage #2 on the  
11 East and West sides and five story tall narrow infill screens at the Southside of Parking  
12 Garage #2. The work to be performed by CONTRACTOR is also to include the design,  
13 fabrication, and installation of two street level exist doors, three electric rollup doors  
14 (two single lane rollup doors for the entry and exit at the street level and a third at the  
15 appropriate height and width to fully prevent, shield, and close off the exposed rooftop  
16 level from the penultimate highest interior level of Parking Garage #2), closures to the  
17 roof with two rooftop exit doors and a parking ramp with a manual sliding gate.

18 3. At the conclusion of the AGREEMENT, delivery of the final product by  
19 the CONTRACTOR to the SUCCESSOR AGENCY as contemplated herein, and at no  
20 additional cost other than what is set forth in Attachment "B" to the AGREEMENT, the  
21 SUCCESSOR AGENCY expects all galvanized screens, support structures, screen  
22 doors, and rollup doors to be fully operational and ready to use by the public.

23 4. Should there be any necessity to perform additional foundation work to  
24 Parking Garage #2 to install any structure, such additional foundation work is not  
25 approved if it does not fit within the appropriated contingency in the  
26 COMPENSATION, considering all other factors specified herein. To the extent such  
27 additional foundation work is required and necessary and not within the contingency  
28

considering all other factors herein which may draw against said contingency, this  
AGREEMENT must be amended by a separate writing.

**ATTACHMENT “B”**

**COMPENSATION**

**CONTRACT AMOUNT:**

\$288,000.00

\$43,200.00 (15.0% Contingency)

\$19,243.40 (CITY Plan Check Fees, Building Permit fees, and Site Plan Review fees)

\$350,443.40 (Total Contract, includes 15.0% Contingency and aforesaid CITY fees)

**PAYMENT TERMS:**

- 24.57% Down Payment totaling \$86,243 which is 50% of Phase 1 to place order.
- 41.03% Progress Payment of \$144,000 when Phase 1 ends and Phase 2 begins.
- 9.39% Progress Payment of \$32,914.15 for Phase 2.
- 20% Down Payment of \$70,188.68 for completion of Phase 2.
- 05% Successor Agency retention of \$17,548.17 to be paid 30 days after project completion.

1                                   **SUCCESSOR AGENCY OF THE**  
2                                   **FORMER INGLEWOOD REDEVELOPMENT AGENCY**

3                                   **AGREEMENT NO. 15-\_\_\_\_\_**

4           **THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of  
5 \_\_\_\_\_, 2015 (the “Effective Date”), by and between the City of  
6 Inglewood as Successor Agency of the former Inglewood Redevelopment Agency, a  
7 public entity created under Part 1.85 of Assembly Bill No. 26 (1<sup>st</sup> Ex. Sess.) as set forth  
8 in California Health & Safety Code sections 34170 through 34191 (“SUCCESSOR  
9 AGENCY”), and PACIFIC PARKING SYSTEMS, INC., a California corporation, with  
10 its principal place of business located at 216 C Technology Dr., Irvine, CA 92618  
11 (“CONTRACTOR”).

12                                   **RECITALS**

13           **WHEREAS**, the SUCCESSOR AGENCY is the fee owner of two (2) public  
14 parking garages located within the City of Inglewood and specifically identified as: (1)  
15 Civic Center Plaza, One W. Manchester Boulevard “Parking Garage #1”); and (2) 115  
16 South Locust Street (Parking Garage #2”)(Parking Garage #1 and Parking Garage #2  
17 are sometimes collectively referred to herein as the “Parking Garages”);

18           **WHEREAS**, the SUCCESSOR AGENCY is responsible for operating and  
19 maintaining the Parking Garages subject to California Department of Finance (“DOF”)  
20 budgetary and operational oversight until such time as fee ownership of the Parking  
21 Garages is transferred by the SUCCSEESOR AGENCY to the CITY OF  
22 INGLEWOOD pursuant to a DOF-approved Long Range Property Management Plan  
23 officially providing for fee conveyance and transfer of the Parking Garages;

24           **WHEREAS**, the SUCCESSOR AGENCY has informally solicited the services  
25 of certain qualified and experienced contractors to perform certain major capital  
26 improvements required to address and correct major public safety concerns at Parking  
27 Garage #2. Such services include but are not limited to various visual and public safety  
28 capital improvements to Parking Garage #2 (the “Capital Improvements”), all as more

specifically identified and provided in the “Scope of Services” attached to this Agreement as Attachment “A” which is fully incorporated herein by this reference;

**WHEREAS,** the CONTRACTOR has submitted a response to the SUCCESSOR AGENCY’S request to perform the Capital Improvements and desires to perform the Capital Improvements in accordance with the terms and conditions of this AGREEMENT;

**WHEREAS,** the CONTRACTOR holds itself out as being capable and competent to perform the Capital Improvements requested by the SUCCESSOR AGENCY; and

**WHEREAS,** the CONTRACTOR agrees and acknowledges that it has investigated and researched all matters and conditions pertinent to and affecting the performance and completion of the Capital Improvements including the necessary labor and materials needed and required by this AGREEMENT, and its decision to execute this AGREEMENT is based on such independent investigation and research,

**NOW THEREFORE,** the SUCCESSOR AGENCY and CONTRACTOR (collectively referred to as the “PARTIES”) agree as follows:

#### **ARTICLE 1 – SCOPE OF SERVICES**

CONTRACTOR shall provide all labor, tools, materials, equipment, supplies, and transportation necessary to supervise, operate, administer and perform the Capital Improvements at Parking Garage #2 as required by the SUCCESSOR AGENCY in accordance with the terms and conditions of this AGREEMENT. In the event of any conflict, the following order of precedence shall govern: (1) this AGREEMENT (including Attachment “A”); and (2) CONTRACTOR’S proposal and any supplemental responses. In case of any ambiguity or discrepancy between words and figures used in the aforementioned documents, the words shall control.

CONTRACTOR shall obtain at its own expense, all necessary licenses, permits, and certificates, including, but not limited to, those required by the City of Inglewood (“CITY”) and SUCCESSOR AGENCY to perform the Capital Improvements

1 contemplated in and required by this AGREEMENT. The CONTRACTOR shall notify  
2 the SUCCESSOR AGENCY immediately of any suspension, termination, lapse,  
3 restriction, or non-renewal of the required licenses, permits, certificates or other  
4 documents. Failure to comply with these terms may, at the option of the SUCCESSOR  
5 AGENCY, be treated as a material breach of this AGREEMENT authorizing  
6 termination of this Agreement by the SUCCESSOR AGENCY.

7 CONTRACTOR covenants that neither it, nor any of its employees, agents,  
8 contractors and/or subcontractors has any interest, nor shall they acquire any interest,  
9 direct or indirect, in this AGREEMENT, nor any other interest which would conflict in  
10 any manner or degree with the performance of the Capital Improvements or any other  
11 services rendered hereunder.

12 CONTRACTOR warrants that it shall perform the Capital Improvements  
13 required by this AGREEMENT in compliance with all applicable Federal, State and  
14 local employment laws, including, but not limited to, those related to work hours and  
15 minimum wage; occupational health and safety; fair employment and employment  
16 practices; workers' compensation insurance and safety in employment; and all other  
17 Federal, State and local laws or ordinances applicable to the services required under this  
18 AGREEMENT. CONTRACTOR is liable for any penalty imposed for a violation  
19 thereof.

20 It is mutually agreed by the Parties that the SUCCESSOR AGENCY is relying  
21 upon the professional skill of CONTRACTOR and CONTRACTOR shall perform the  
22 Capital Improvements as well as all other services required by this AGREEMENT to  
23 the highest and best professional standards. Acceptance of CONTRACTOR'S work by  
24 SUCCESSOR AGENCY shall not operate as a release of CONTRACTOR'S  
25 representations.

#### 26 Staffing and Schedule

27 CONTRACTOR shall provide the necessary onsite coverage and supervision  
28 during all periods of time the Capital Improvements are being performed at Parking

1 Garage #2. There shall be at least one CONTRACTOR supervisor onsite at Parking  
2 Garage #2 during the days and hours of performance of the Capital Improvements. The  
3 SUCCESSOR AGENCY reserves the right to request a change in the staffing level and  
4 the days and hours of performance of the Capital Improvements, and shall provide the  
5 CONTRACTOR forty-eight (48) hours written notice of any requested change. The  
6 CONTRACTOR reserves the right to determine the assignment of employees  
7 performing the Capital Improvements under this AGREEMENT.

8 If any scheduled employee of CONTRACTOR is unable to adequately perform  
9 any services required for the completion of the Capital Improvements at Parking  
10 Garage #2 for any reason, the CONTRACTOR shall immediately find and provide a  
11 qualified replacement. CONTRACTOR'S failure to meet this time commitment may  
12 result in a reduction in COMPENSATION commensurate with any delay caused by an  
13 untimely replacement.

14 The SUCCESSOR AGENCY reserves the right to require the CONTRACTOR  
15 to replace any employee performing the Capital Improvements under this  
16 AGREEMENT for any or no reason. Any replacement employee is subject to the  
17 SUCCESSOR AGENCY'S written approval prior to performing any services under this  
18 AGREEMENT. Any such approval shall not be unreasonably conditioned, delayed or  
19 withheld.

#### 20 Records, Reports and Accounting

21 CONTRACTOR shall maintain a system of internal controls to account for all  
22 work performed for the Capital Improvements in full compliance with the terms of this  
23 AGREEMENT. All expenditures made by CONTRACTOR outside of the  
24 COMPENSATION payable to CONTRACTOR pursuant to the terms of this  
25 AGREEMENT, shall require prior written approval from the SUCCESSOR AGENCY  
26 and all such expenditures made without such approval shall be at the sole cost of the  
27 CONTRACTOR for which the SUCCESSOR AGENCY shall have no liability or  
28 responsibility.



1 CONTRACTOR shall maintain records and reports of any incident or  
2 occurrence giving rise to any claim for loss or damages in the performance of the  
3 Capital Improvements, and submit said documents to the SUCCESSOR AGENCY'S  
4 designated representative within twenty-four (24) hours of the reported incident. The  
5 report shall include the names, addresses and telephone numbers of the involved  
6 persons and any witnesses. CONTRACTOR shall contact the Inglewood Police  
7 Department and any other appropriate authority where such incident directly or  
8 indirectly involves any type of criminal or potential criminal matter.

## 9 **ARTICLE 2 – SUCCESSOR AGENCY'S RESPONSIBILITIES**

10 The SUCCESSOR AGENCY shall provide reasonable access to  
11 CONTRACTOR and any authorized employees of CONTRACTOR to Parking Garage  
12 #2 for the sole and limited purpose of providing the services necessary to perform and  
13 complete the Capital Improvements as specified in Attachment "A," which is attached  
14 hereto and fully incorporated herein by reference.

## 15 **ARTICLE 3 – TERM AND TERMINATION**

16 Term. The term of this AGREEMENT is for the earlier of the expiration of one  
17 (1) year following the Effective Date of this AGREEMENT, or until such time as the  
18 SUCCESSOR AGENCY approves and accepts the Capital Improvements as complete.

19 Termination. The SUCCESSOR AGENCY may terminate this AGREEMENT  
20 in its own discretion, or when conditions involving the services required for the  
21 performance of the Capital Improvements make it impossible to proceed, or if the  
22 SUCCESSOR AGENCY is prevented from proceeding with this AGREEMENT by  
23 law, or by official action of a public authority having jurisdiction over the PARKING  
24 GARAGES. The SUCCESSOR AGENCY shall provide five (5) days written notice of  
25 termination to the CONTRACTOR, unless a shorter notice time is reasonable or  
26 necessary. In the event of termination, CONTRACTOR shall immediately stop  
27 rendering services under this AGREEMENT, unless otherwise directed to continue by  
28

1 the SUCCESSOR AGENCY, and shall submit its final invoice to the SUCCESSOR  
2 AGENCY within ten (10) days of receipt of the notice.

#### 3 **ARTICLE 4 – COMPENSATION**

4 The Maximum Contract Amount and compensation payable to the  
5 CONTRACTOR for the cost of performing all services required to complete the Capital  
6 Improvements shall not exceed the sum of THIRTY-NINE THOUSAND NINE  
7 HUNDRED THIRTY-NINE AND 46/100 DOLLARS (\$39,939.46)(the  
8 “COMPENSATION”) which also includes a ten percent (10%) contingency of Three  
9 Thousand Six Hundred Thirty and 36/100 Dollars (\$3,630.36), all as set forth in  
10 Attachment “B” which is fully incorporated by reference into this Agreement.

11 No charges shall be incurred by CONTRACTOR under this AGREEMENT nor  
12 shall any payments become due and payable to the CONTRACTOR until the services  
13 and related invoices for the Capital Improvement work has been performed and such  
14 invoices have been received by the SUCCESSOR AGENCY from the CONTRACTOR  
15 and approved by the SUCCESSOR AGENCY in accordance with this AGREEMENT.  
16 SUCCESSOR AGENCY may withhold any payment to the CONTRACTOR in any  
17 instance in which the SUCCESSOR AGENCY, in its sole discretion, determines that  
18 CONTRACTOR has failed or refused to satisfy any material obligation under this  
19 AGREEMENT.

20 CONTRACTOR agrees that any work performed outside of the scope of this  
21 AGREEMENT without the prior written approval of the SUCCESSOR AGENCY shall  
22 be deemed gratuitous on the part of the CONTRACTOR and CONTRACTOR shall  
23 neither be reimbursed nor have any recognizable claim for payment or reimbursement  
24 against the SUCCESSOR AGENCY.

25 All invoices submitted by the CONTRACTOR shall include: (1) date of invoice;  
26 (2) sequential invoice number; (3) SUCCESSOR AGENCY Agreement number; (4)  
27 total AGREEMENT amount payable; (5) total invoice amount; (6) description of  
28 services provided and any reimbursable expenses; (7) CONTRACTOR’S employee(s)

1 name providing service; (8) total billed SUCCESSOR AGENCY to date; and (9) total  
2 amount remaining on AGREEMENT.

3 CONTRACTOR shall be responsible for the cost of supplying all documentation  
4 necessary to verify amounts invoiced and requested for payment to the satisfaction of  
5 the SUCCESSOR AGENCY and shall certify on each invoice that it is entitled to the  
6 amount invoiced.

7 No compensation will be provided for any other task, service or expense not  
8 specifically authorized by this AGREEMENT without prior written approval of the  
9 SUCCESSOR AGENCY.

10 CONTRACTOR shall not charge and SUCCESSOR AGENCY shall not pay any  
11 finance charges and/or late fees on any overdue invoices.

## 12 **ARTICLE 5 – CONTRACT ADMINISTRATION**

### 13 SUCCESSOR AGENCY

14 Unless otherwise designated in writing, the Executive Director of the  
15 SUCCESSOR AGENCY shall serve as the SUCCESSOR AGENCY’S representative  
16 for the administration of this AGREEMENT.

### 17 CONTRACTOR

18 Unless otherwise designated in writing, GLENN MOSSMAN shall serve as the  
19 CONTRACTOR’S project manager for this AGREEMENT.

20 The CONTRACTOR represents that it has or will secure at its own expense all  
21 personnel required to perform the services necessary to complete the Capital  
22 Improvements pursuant to this AGREEMENT. All the services required to perform  
23 then Capital Improvements under this Agreement shall be performed by the  
24 CONTRACTOR or under its supervision, and all personnel engaged in the work shall  
25 be qualified to perform such services.

## 26 **ARTICLE 6 – SUCCESSOR AGENCY’S RESERVATION OF RIGHTS**

27 The SUCCESSOR AGENCY reserves the right to do the following:  
28

1. Enter into agreements with third parties for use and the performance of work on Parking Garage #2 during the performance of the Capital Improvement work provided such use does not unreasonably interfere with the performance of the Capital Improvements by CONTRACTOR; and

2. Modify, add, delete or restrict access to parking spaces in Parking Garage #2 during the performance of the Capital Improvements by CONTRACTOR.

## ARTICLE 7 – NOTICE

Any notice given pursuant to this AGREEMENT shall be deemed received and effective on the date personally delivered, or if mailed, five (5) days after deposit of the same in the custody of the U.S. Postal Service, when properly addressed, posted and deposited in the U.S. mail addressed to the respective parties as follows:

**SUCCESSOR AGENCY:**

# One Manchester Boulevard

**Inglewood, CA 90301**

**ATTN: Executive Director**

**CONTRACTOR:**

**216 C Technology Dr.**

**Irvine, CA 92618**

**ATTN: Glenn Mossman**

## ARTICLE 8 – INSURANCE

## Required Insurance Coverage

CONTRACTOR shall obtain and maintain at its expense, until completion of performance and acceptance by the SUCCESSOR AGENCY, the following insurance issued by an insurance company currently authorized by the Insurance Commissioner to transact the business of insurance in the State of California and having a rating of or equivalent to A:VIII by A.M. Best Company:

a. Commercial General Liability

Commercial General Liability (equivalent in coverage scope to Insurance Services Office, Inc. (ISO) forms CG 00 01 11 85 or CG 00 01 11 88) in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such insurance shall include

1 products and completed operations liability, independent contractor's liability, broad  
2 form contractual liability and cross liability protection.

3 The "City of Inglewood as Successor Agency of the Inglewood Redevelopment  
4 Agency, its board members, officials, officers, agents, contractors employees and  
5 volunteers" must be separately endorsed to the policy as additional insured's on an  
6 endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

7 b. Automobile Liability

8 Automobile liability (including any owned, non-owned, hired or rented) in an  
9 amount not less than One Million Dollars (\$1,000,000) combined single limit per  
10 accident for bodily injury and personal property damage covering Auto Symbol 1 (Any  
11 Auto).

12 c. Workers' Compensation and Employer's Liability

13 Workers' Compensation as required by the California Labor Code and  
14 Employer's Liability in an amount not less than One Million Dollars (\$1,000,000) per  
15 occurrence.

16 d. Omitted

17 e. Omitted

18 **Required Insurance Documentation**

19 a. Certificate of Insurance

20 The CONTRACTOR must provide a Certificate of Insurance evidencing the  
21 required insurance set forth above. The Certificate Holder must be the "City of  
22 Inglewood as Successor Agency of the former Inglewood Redevelopment Agency," and  
23 the Certificate Holders address must be addressed to One Manchester Boulevard,  
24 Inglewood, CA 90301.

25 b. Endorsements

26 In addition to the Certificate of Insurance, the CONTRACTOR must provide the  
27 following endorsements:  
28

1           1)     Additional insured endorsements to the general liability and auto liability  
2 insurance policies. The “City of Inglewood as Successor Agency of the former  
3 Inglewood Redevelopment Agency, its board members, officials, officers, agents,  
4 contractors, employees and volunteers” must be separately endorsed to the  
5 CONTRACTOR’S commercial general liability policy and the auto liability policy as  
6 additional insured’s on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG  
7 20 26 11 85.

8           2)     Cancellation of notice endorsements. Each policy must be endorsed to  
9 provide that the policy shall not be cancelled or non-renewed by either party or reduced  
10 in coverage or limits (except by paid claims) unless the insurer has provided the  
11 SUCCESSOR AGENCY with thirty (30) days prior written notice of cancellation, ten  
12 (10) days for cancellation due to nonpayment of premium is acceptable.

13          3)     Primary and noncontributory coverage endorsements. The commercial  
14 general liability and (if required) professional liability policies must be endorsed to  
15 provide that each policy shall on a primary and noncontributing basis in relation to any  
16 insurance or self-insurance, primary or excess, maintained by or available to the  
17 SUCCESSOR AGENCY, its board members, officials, officers, agents and employees.

18 **Deductibles and Self-insured Retentions**

19           Any deductibles or self-insured retentions must be declared to and approved by  
20 the SUCCESSOR AGENCY. At the SUCCESSOR AGENCY’S option, the insurer  
21 shall either reduce or eliminate such deductibles or self-insured retentions with respect  
22 to the SUCCESSOR AGENCY, its board members, officials, officers, agents,  
23 contractors, employees, and volunteers or the insurer shall provide a financial guarantee  
24 satisfactory to the SUCCESSOR AGENCY guaranteeing payment of losses and related  
25 investigations, claims, administration and defense expenses.

1 **Other Insurance Provisions**

2 CONTRACTOR shall obtain and cause to remain in full force and effect for the  
3 term of this AGREEMENT and for six (6) months thereafter, all of the required  
4 insurance coverage in the minimum amounts specified above.

5 **Verification of Coverage Prior to Commencement of Services**

6 CONTRACTOR shall furnish the SUCCESSOR AGENCY with original  
7 certificates and amendatory endorsements affecting coverage required by this  
8 AGREEMENT. The endorsements should be on forms provided by the SUCCESSOR  
9 AGENCY or forms other than the SUCCESSOR AGENCY'S forms, provided those  
10 endorsements or policies conform to the SUCCESSOR AGENCY'S requirements. All  
11 certificates and endorsements are to be received and approved by the SUCCESSOR  
12 AGENCY before any work commences under this AGREEMENT. The SUCCESSOR  
13 AGENCY reserves the right to require complete, certified copies of all required  
14 insurance policies, including endorsements affecting the coverage required by these  
15 specifications at any time.

16 **ARTICLE 9 – INDEPENDENT CONTRACTOR**

17 CONTRACTOR enters into this AGREEMENT as an independent contractor  
18 and not as an employee of the SUCCESSOR AGENCY. CONTRACTOR shall have  
19 no power or authority by this AGREEMENT to bind the SUCCESSOR AGENCY in  
20 any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with  
21 this independent contractor relationship or status. All employees, agents, contractors or  
22 subcontractors hired or retained by the CONTRACTOR are employees, agents,  
23 contractors or subcontractors of the CONTRACTOR, and not the SUCCESSOR  
24 AGENCY. The SUCCESSOR AGENCY is not obligated in any way to pay any wage  
25 claims or other claims made against the CONTRACTOR by any such employee, agent,  
26 contractor or subcontractor, or by any other person resulting from the performance of  
27 any work with regard to the Capital Improvements pursuant to this AGREEMENT.

1                                   **ARTICLE 10 – INDEMNIFICATION**

2           To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend,  
3 protect and hold harmless the SUCCESSOR AGENCY, CITY and their respective  
4 board members, officials, officers, contractors, agents, employees and volunteers  
5 (collectively “Indemnities”) from and against any loss, injury, damage, claim, lawsuit,  
6 expense, attorneys’ fees, or any other cost arising out of or in any way related to the  
7 performance of any services pursuant to this AGREEMENT, to the extent caused in  
8 whole or in part by the negligent act or omission, recklessness or willful misconduct of  
9 the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any  
10 of them or anyone for whose acts any of them may be liable, except where caused by  
11 the sole negligence or willful misconduct of the SUCCESSOR AGENCY.

12           If any action or proceeding is brought against the Indemnities by reason of any  
13 of the matters against which CONTRACTOR has agreed to indemnify Indemnities as  
14 provided above, CONTRACTOR, upon notice from the SUCCESSOR AGENCY, shall  
15 defend the Indemnities at CONTRACTOR’S expense by counsel acceptable to the  
16 SUCCESSOR AGENCY. Such acceptance shall not be unreasonably withheld.  
17 Indemnities need not have first paid for any of the matters to which Indemnities are  
18 entitled to indemnification in order to be so indemnified. The insurance required to be  
19 maintained by CONTRACTOR under this AGREEMENT shall ensure  
20 CONTRACTOR’S obligations under this Article, but the limits of such insurance shall  
21 not limit the liability of the CONTRACTOR hereunder. The provisions of this Article  
22 shall survive the expiration or earlier termination of this AGREEMENT.

23                                   **ARTICLE 11 – CONTRACTOR NONASSIGNABILITY/SUCCESSOR**  
24                                                           **AGENCY ASSIGNABILITY**

25           The expertise and experience of the CONTRACTOR are material considerations  
26 of this AGREEMENT. The SUCCESSOR AGENCY has an interest in the  
27 qualifications and capabilities of the CONTRACTOR which is required to fulfill the  
28 duties and obligations imposed under this AGREEMENT. In recognition of that



1 interest, the CONTRACTOR shall not assign or transfer this AGREEMENT, or any  
2 portion of this AGREEMENT, or the performance of any of the CONTRACTOR'S  
3 duties or obligations under this AGREEMENT without the prior written consent of the  
4 SUCCESSOR AGENCY. Any unauthorized assignment shall be ineffective, null and  
5 void, and shall constitute a material breach of this AGREEMENT entitling the  
6 SUCCESSOR AGENCY to any and all remedies at law or equity, including summary  
7 termination of this AGREEMENT. The CONTRACTOR shall not assign any interest  
8 in this AGREEMENT and shall not transfer any interest in the same whether by  
9 assignment or novation, without prior written approval of the SUCCESSOR AGENCY.

10 However, notwithstanding anything contained in this AGREEMENT to the  
11 contrary, SUCCESSOR AGENCY shall have the right to assign this AGREEMENT to  
12 the CITY upon written notice to CONTRACTOR. Upon receipt of such notice  
13 CONTRACTOR shall perform the Capital Improvements on the behalf of the CITY  
14 and the City Manager shall be deemed the CITY'S representative for purposes of  
15 administering this AGREEMENT.

## 16 **ARTICLE 12 – RECORDS AND AUDIT**

17 CONTRACTOR shall maintain copies of all data, information, documents,  
18 timesheets, invoices and other materials of work attributable to the performance of the  
19 Capital Improvement work in connection with this AGREEMENT. The SUCCESSOR  
20 AGENCY shall have access to and the right to examine, audit, copy or transcribe any  
21 pertinent document, transaction, activity, or record relating to this AGREEMENT.  
22 CONTRACTOR shall cooperate and comply with all requests of SUCCESSOR  
23 AGENCY'S auditors with regard to access and review of all records necessary to  
24 conduct audits in compliance with this AGREEMENT. SUCCESSOR AGENCY  
25 auditors shall be allowed to interview any employee of CONTRACTOR and its  
26 subcontractors throughout the term of this AGREEMENT and for a period of two (2)  
27 years after termination of this Agreement or any longer period if required by law.

1 All materials, including all pertinent financial records and proprietary data, shall  
2 be stored and maintained by CONTRACTOR at its main facility. Originals and/or  
3 copies of such documents or records shall be provided, at CONTRACTOR'S expense,  
4 directly to the SUCCESSOR AGENCY.

5 Access to such documents and records shall be granted to the SUCCESSOR  
6 AGENCY, as well as its successors-in-interest and designated representatives.

### 7 **ARTICLE 13 – OWNERSHIP OF DOCUMENTS**

8 The SUCCESSOR AGENCY shall own all data, information, documents and  
9 other work product of the CONTRACTOR prepared, assembled or maintained in  
10 connection with this AGREEMENT. The SUCCESSOR AGENCY shall have the sole  
11 right to use such materials within its discretion and without further compensation to the  
12 CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such  
13 documents or work product to the SUCCESSOR AGENCY upon written request.

14 CONTRACTOR shall assist the SUCCESSOR AGENCY in timely responding  
15 to requests made under the California Public Records Act to inspect any of the above  
16 described items under CONTRACTOR'S possession or control. The SUCCESSOR  
17 AGENCY shall make an independent determination as to the confidentiality of these  
18 documents to the extent permitted by law.

### 19 **ARTICLE 14 – NONDISCRIMINATION**

#### 20 California Labor Code section 1735

21 No discrimination shall be made in the employment of persons working on  
22 behalf of or as an agent for the SUCCESSOR AGENCY because of the race, religious  
23 creed, color, national origin, ancestry, physical or mental disability, medical condition,  
24 genetic information, marital status, sex, gender, gender identity, gender expression, age,  
25 sexual orientation, military and veteran status of any person, or any other cognizable  
26 group protected by law, except as provided in section 12940 of the Government Code.  
27 Every contractor for the SUCCESSOR AGENCY violating Labor Code section 1735 is  
28 subject to all the penalties imposed for a violation of this law.

1           **ARTICLE 15 – AMENDMENTS, CHANGES OR MODIFICATIONS**

2           No amendments, changes or modifications to this AGREEMENT shall be  
3 effective unless in writing and signed by authorized representatives of the Parties  
4 hereto.

5           **ARTICLE 16 – CHOICE OF LAW AND VENUE**

6           This AGREEMENT shall be interpreted, construed and governed according to  
7 the laws of the State of California. In the event of litigation between the Parties, venue  
8 in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court,  
9 Southwest District, located at 825 Maple Avenue, Torrance, California, 90503-5058. In  
10 the event of litigation in the United States District Court, venue shall lie exclusively in  
11 the Central District of California, in Los Angeles.

12           **ARTICLE 17 – WAIVER OF BREACH OR DEFAULT**

13           Waiver of a breach or default of any term, condition or covenant under this  
14 AGREEMENT shall not constitute a continuing waiver thereof, nor shall it constitute a  
15 waiver of any other term, condition or covenant. Acceptance by the SUCCESSOR  
16 AGENCY of any work or services performed required to complete the Capital  
17 Improvements by the CONTRACTOR shall not constitute a waiver of the  
18 SUCCESSOR AGENCY’S right to seek correction for any breach or default under this  
19 AGREEMENT.

20           **ARTICLE 18 – SEVERABILITY**

21           In the event that any term, condition or covenant herein is held to be invalid or  
22 void by any court of competent jurisdiction, the same shall be deemed severable from  
23 the remainder of the AGREEMENT and shall in no way affect any other term,  
24 condition or covenant contained herein so long as its severance does not render this  
25 AGREEMENT meaningless with regard to a material term, in which event the entire  
26 AGREEMENT shall be void. If such term, condition, covenant or other provision shall  
27 be deemed invalid due to its scope of breadth, such provision shall be deemed valid to  
28 the extent of the scope of breadth permitted by law.

## ARTICLE 19 – TITLES AND CAPTIONS

Article titles, paragraph titles, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this AGREEMENT or any provision hereof.

**ARTICLE 20 – WAIVER OF PRINCIPLE OF CONTRA  
PROFERENTUM**

The Parties waive any benefit from the principle of *contra proferentum* and interpreting ambiguities against the drafter. No party shall be deemed the drafter of this AGREEMENT, or of any particular provision, and no part of this AGREEMENT shall be construed against any party on the basis that the particular party is the drafter of this AGREEMENT.

## ARTICLE 21 – COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one agreement, which shall be binding and effective as to all Parties hereto.

## ARTICLE 22 – ENTIRE AGREEMENT

This AGREEMENT and any agreement, document, exhibit, or instrument attached hereto or referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings with respect to the subject of this AGREEMENT. The terms, conditions and covenants of this AGREEMENT shall prevail over any other agreement, document or instrument. Furthermore, each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party that are not contained herein.

1           **IN WITNESS THEREOF**, the SUCCESSOR AGENCY and CONTRACTOR,  
2 have executed this Agreement as of the date first written above.

3 **SUCCESSOR AGENCY:**

**CONTRACTOR:**

4  
5 **City of Inglewood as Successor**  
6 **Agency to the Inglewood**  
7 **Redevelopment Agency**

**Pacific Parking Systems, Inc.**

8 By: \_\_\_\_\_  
9       James T. Butts, Jr.  
10       CHAIRPERSON

By: \_\_\_\_\_  
Name:   Glenn Mossman  
Title:

11 **ATTEST:**

**APPROVED AS TO FORM:**

12  
13 By: \_\_\_\_\_  
14       Yvonne Horton  
15       AGENCY SECRETARY

By: \_\_\_\_\_  
Kenneth Campos  
GENERAL COUNSEL FOR  
SUCCESSOR AGENCY

16 **APPROVED:**

17  
18 By: \_\_\_\_\_  
19       Royce K. Jones  
20       KANE BALLMER &  
21       BERKMAN  
22       SPECIAL COUNSEL FOR  
23       SUCCESSOR AGENCY  
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## ATTACHMENT "A"

### SCOPE OF WORK

This Scope of Work is affixed to the AGREEMENT between the SUCCESSOR AGENCY and PACIFIC PARKING SYSTEMS, INC. ("CONTRACTOR") concerning the installation of two automated pay-by-space parking machines to accept cash, coins, and credit cards hardwired for cellular and wi-fi modem communication with on-site training, three-year extended warranty and quarterly maintenance, as well as three-year server hosting, license subscription, and extended data security compliance PCI/PA-DSS at Parking Garage #2 which is owned and operated by the SUCCESSOR AGENCY. Any capitalized terms not defined herein shall have the meanings ascribed in the AGREEMENT.

In furtherance of the AGREEMENT, CONTRACTOR specifically agrees to

- (a) install, setup, and program two (2) new 2015 venSTATION M400 Pay-By-Space Multi-Rate Permit Machines (part no. VS/400) with stacking bill acceptor, coin acceptor, thermal printer, 110 volt AC in factory standard color VS-Grey to accept cash bills and coins as well as credit cards along with hardwiring for cellular and wi-fi modem communication; price per unit to be Nine Thousand Eight Hundred Seventy Dollars (\$9,870) for a total of Nineteen Thousand Seven Hundred Forty Dollars (\$19,740);
- (b) install, setup, and program two (2) credit card reader kits PCI-PA/DSS Level 1 Certified Compliant (part no. CCR) for use with part no. VS/400; price per unit to be Four Hundred Fifty Dollars (\$450) for a total of Nine Hundred Dollars (\$900);
- (c) install, setup, and program two (2) hardwired CDMA cellular or wi-fi wireless, modems for online real-time communication for use with part no. VS/400; price per unit to be One Thousand Four Hundred Fifty Dollars (\$1,450) for a total of Two Thousand Nine Hundred Dollars (\$2,900);
- (d) all necessary and appropriate setup,

programming, and placement of two (2) units in operation to the satisfaction of the SUCCESSOR AGENCY; (e) provide on-site training to SUCCESSOR AGENCY and CITY staff on all pay station facets; (f) provide a three-year extended warranty and maintenance contract to include, on-site labor, shop labor and parts including quarterly preventative maintenance, cleaning, and servicing of pay stations on-site; the warranty for both parking stations is to be Three Thousand Dollars (\$3,000); (g) provide three-year server hosting for both pay stations; the server hosting for both pay stations is to be Three Thousand Two Hundred Forty Dollars (\$3,240); (h) provide three-year venVUE license subscription for use with part no. VS/400 as described in this AGREEMENT; the license subscription for both pay stations is One Thousand Four Hundred Eighty Five Dollars (\$1,485); and (i) provide a three-year venDIRECT PCI/PA-DSS data security service; this security service for both pay stations is Two Thousand Nine Hundred Twenty Five Dollars (\$2,925). The terms of this Scope of Work shall supersede the CONTRACTOR's proposal, unless otherwise referenced herein.

A. General Terms

1. CONTRACTOR agrees to cooperate with SUCCESSOR AGENCY and CITY staff, along with any and all other contractors performing work and/or operating on or about Parking Garage #2.

2. At no additional expense to the SUCCESSOR AGENCY, CONTRACTOR agrees to dispose of all waste generated in connection with this AGREEMENT according to the terms of all permits and applicable local, State, and Federal laws.

3. SUCCESSOR AGENCY does not agree to incur any additional costs other than those set out herein and for which payment is set out in the Compensation section of the AGREEMENT and Attachment "B" to the AGREEMENT.

4. At the conclusion of the AGREEMENT, delivery of the final product by the CONTRACTOR to the SUCCESSOR AGENCY as contemplated herein, and at no additional cost other than what is set forth in Attachment "B" to the AGREEMENT, the

SUCCESSOR AGENCY expects both pay-by-space pay stations to be fully operational and ready to use by the public.

-0-



**ATTACHMENT “B”**

**COMPENSATION**

**CONTRACT AMOUNT:**

\$36,308.60

\$3,630 (10.0% Contingency)

\$39,939.60 (Total Contract, includes 10.0% Contingency)

**PAYMENT TERMS:**

95% after delivery, installation and setup.

05% Successor Agency retention to be paid thirty (30) days after installation is completed.

1                                   **SUCCESSOR AGENCY OF THE**  
2                                   **FORMER INGLEWOOD REDEVELOPMENT AGENCY**

3                                   **AGREEMENT NO. 15-\_\_\_\_\_**

4           **THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of  
5 \_\_\_\_\_, 2015 (the “Effective Date”), by and between the City of  
6 Inglewood as Successor Agency of the former Inglewood Redevelopment Agency, a  
7 public entity created under Part 1.85 of Assembly Bill No. 26 (1<sup>st</sup> Ex. Sess.) as set forth  
8 in California Health & Safety Code sections 34170 through 34191 (“SUCCESSOR  
9 AGENCY”), and SANTA MONICA ELECTRIC COMPANY, with its principal place  
10 of business located at 2428 Main Street, Santa Monica, CA 90405 (“CONTRACTOR”).

11                                   **RECITALS**

12           **WHEREAS**, the SUCCESSOR AGENCY is the fee owner of two (2) public  
13 parking garages located within the City of Inglewood and specifically identified as: (1)  
14 Civic Center Plaza, One W. Manchester Boulevard “Parking Garage #1”); and (2) 115  
15 South Locust Street (Parking Garage #2”)(Parking Garage #1 and Parking Garage #2  
16 are sometimes collectively referred to herein as the “Parking Garages”);

17           **WHEREAS**, the SUCCESSOR AGENCY is responsible for operating and  
18 maintaining the Parking Garages subject to California Department of Finance (“DOF”)  
19 budgetary and operational oversight until such time as fee ownership of the Parking  
20 Garages is transferred by the SUCCEESOR AGENCY to the CITY OF  
21 INGLEWOOD pursuant to a DOF-approved Long Range Property Management Plan  
22 officially providing for fee conveyance and transfer of the Parking Garages;

23           **WHEREAS**, the SUCCESSOR AGENCY has informally solicited the services  
24 of certain qualified and experienced contractors to perform certain major capital  
25 improvements required to address and correct major public safety concerns at Parking  
26 Garage #2. Such services include but are not limited to various visual and public safety  
27 capital improvements to Parking Garage #2 (the “Capital Improvements”), all as more  
28

specifically identified and provided in the “Scope of Services” attached to this Agreement as Attachment “A” which is fully incorporated herein by this reference;

**WHEREAS,** the CONTRACTOR has submitted a response to the SUCCESSOR AGENCY’S request to perform the Capital Improvements and desires to perform the Capital Improvements in accordance with the terms and conditions of this AGREEMENT;

**WHEREAS,** the CONTRACTOR holds itself out as being capable and competent to perform the Capital Improvements requested by the SUCCESSOR AGENCY; and

**WHEREAS,** the CONTRACTOR agrees and acknowledges that it has investigated and researched all matters and conditions pertinent to and affecting the performance and completion of the Capital Improvements including the necessary labor and materials needed and required by this AGREEMENT, and its decision to execute this AGREEMENT is based on such independent investigation and research,

**NOW THEREFORE,** the SUCCESSOR AGENCY and CONTRACTOR (collectively referred to as the “PARTIES”) agree as follows:

#### **ARTICLE 1 – SCOPE OF SERVICES**

CONTRACTOR shall provide all labor, tools, materials, equipment, supplies, and transportation necessary to supervise, operate, administer and perform the Capital Improvements at Parking Garage #2 as required by the SUCCESSOR AGENCY in accordance with the terms and conditions of this AGREEMENT. In the event of any conflict, the following order of precedence shall govern: (1) this AGREEMENT (including Attachment “A”); and (2) CONTRACTOR’S proposal and any supplemental responses. In case of any ambiguity or discrepancy between words and figures used in the aforementioned documents, the words shall control.

CONTRACTOR shall obtain at its own expense, all necessary licenses, permits, and certificates, including, but not limited to, those required by the City of Inglewood (“CITY”) and SUCCESSOR AGENCY to perform the Capital Improvements

1 contemplated in and required by this AGREEMENT. The CONTRACTOR shall notify  
2 the SUCCESSOR AGENCY immediately of any suspension, termination, lapse,  
3 restriction, or non-renewal of the required licenses, permits, certificates or other  
4 documents. Failure to comply with these terms may, at the option of the SUCCESSOR  
5 AGENCY, be treated as a material breach of this AGREEMENT authorizing  
6 termination of this Agreement by the SUCCESSOR AGENCY.

7 CONTRACTOR covenants that neither it, nor any of its employees, agents,  
8 contractors and/or subcontractors has any interest, nor shall they acquire any interest,  
9 direct or indirect, in this AGREEMENT, nor any other interest which would conflict in  
10 any manner or degree with the performance of the Capital Improvements or any other  
11 services rendered hereunder.

12 CONTRACTOR warrants that it shall perform the Capital Improvements  
13 required by this AGREEMENT in compliance with all applicable Federal, State and  
14 local employment laws, including, but not limited to, those related to work hours and  
15 minimum wage; occupational health and safety; fair employment and employment  
16 practices; workers' compensation insurance and safety in employment; and all other  
17 Federal, State and local laws or ordinances applicable to the services required under this  
18 AGREEMENT. CONTRACTOR is liable for any penalty imposed for a violation  
19 thereof.

20 It is mutually agreed by the Parties that the SUCCESSOR AGENCY is relying  
21 upon the professional skill of CONTRACTOR and CONTRACTOR shall perform the  
22 Capital Improvements as well as all other services required by this AGREEMENT to  
23 the highest and best professional standards. Acceptance of CONTRACTOR'S work by  
24 SUCCESSOR AGENCY shall not operate as a release of CONTRACTOR'S  
25 representations.

#### 26 Staffing and Schedule

27 CONTRACTOR shall provide the necessary onsite coverage and supervision  
28 during all periods of time the Capital Improvements are being performed at Parking

1 Garage #2. There shall be at least one CONTRACTOR supervisor onsite at Parking  
2 Garage #2 during the days and hours of performance of the Capital Improvements. The  
3 SUCCESSOR AGENCY reserves the right to request a change in the staffing level and  
4 the days and hours of performance of the Capital Improvements, and shall provide the  
5 CONTRACTOR forty-eight (48) hours written notice of any requested change. The  
6 CONTRACTOR reserves the right to determine the assignment of employees  
7 performing the Capital Improvements under this AGREEMENT.

8 If any scheduled employee of CONTRACTOR is unable to adequately perform  
9 any services required for the completion of the Capital Improvements at Parking  
10 Garage #2 for any reason, the CONTRACTOR shall immediately find and provide a  
11 qualified replacement. CONTRACTOR'S failure to meet this time commitment may  
12 result in a reduction in COMPENSATION commensurate with any delay caused by an  
13 untimely replacement.

14 The SUCCESSOR AGENCY reserves the right to require the CONTRACTOR  
15 to replace any employee performing the Capital Improvements under this  
16 AGREEMENT for any or no reason. Any replacement employee is subject to the  
17 SUCCESSOR AGENCY'S written approval prior to performing any services under this  
18 AGREEMENT. Any such approval shall not be unreasonably conditioned, delayed or  
19 withheld.

#### 20 Records, Reports and Accounting

21 CONTRACTOR shall maintain a system of internal controls to account for all  
22 work performed for the Capital Improvements in full compliance with the terms of this  
23 AGREEMENT. All expenditures made by CONTRACTOR outside of the  
24 COMPENSATION payable to CONTRACTOR pursuant to the terms of this  
25 AGREEMENT, shall require prior written approval from the SUCCESSOR AGENCY  
26 and all such expenditures made without such approval shall be at the sole cost of the  
27 CONTRACTOR for which the SUCCESSOR AGENCY shall have no liability or  
28 responsibility.

1 CONTRACTOR shall maintain records and reports of any incident or  
2 occurrence giving rise to any claim for loss or damages in the performance of the  
3 Capital Improvements, and submit said documents to the SUCCESSOR AGENCY'S  
4 designated representative within twenty-four (24) hours of the reported incident. The  
5 report shall include the names, addresses and telephone numbers of the involved  
6 persons and any witnesses. CONTRACTOR shall contact the Inglewood Police  
7 Department and any other appropriate authority where such incident directly or  
8 indirectly involves any type of criminal or potential criminal matter.

## 9 **ARTICLE 2 – SUCCESSOR AGENCY'S RESPONSIBILITIES**

10 The SUCCESSOR AGENCY shall provide reasonable access to  
11 CONTRACTOR and any authorized employees of CONTRACTOR to Parking Garage  
12 #2 for the sole and limited purpose of providing the services necessary to perform and  
13 complete the Capital Improvements as specified in Attachment "A," which is attached  
14 hereto and fully incorporated herein by reference.

## 15 **ARTICLE 3 – TERM AND TERMINATION**

16 Term. The term of this AGREEMENT is for the earlier of the expiration of one  
17 (1) year following the Effective Date of this AGREEMENT, or until such time as the  
18 SUCCESSOR AGENCY approves and accepts the Capital Improvements as complete.

19 Termination. The SUCCESSOR AGENCY may terminate this AGREEMENT  
20 in its own discretion, or when conditions involving the services required for the  
21 performance of the Capital Improvements make it impossible to proceed, or if the  
22 SUCCESSOR AGENCY is prevented from proceeding with this AGREEMENT by  
23 law, or by official action of a public authority having jurisdiction over the PARKING  
24 GARAGES. The SUCCESSOR AGENCY shall provide five (5) days written notice of  
25 termination to the CONTRACTOR, unless a shorter notice time is reasonable or  
26 necessary. In the event of termination, CONTRACTOR shall immediately stop  
27 rendering services under this AGREEMENT, unless otherwise directed to continue by  
28

1 the SUCCESSOR AGENCY, and shall submit its final invoice to the SUCCESSOR  
2 AGENCY within ten (10) days of receipt of the notice.

#### 3 **ARTICLE 4 – COMPENSATION**

4 The Maximum Contract Amount and compensation payable to the  
5 CONTRACTOR for the cost of performing all services required to complete the Capital  
6 Improvements shall not exceed the sum of ONE HUNDRED FIFTY ONE  
7 THOUSAND ONE HUNDRED FORTY NINE AND 20/100 DOLLARS  
8 (\$151,149.20)(the “COMPENSATION”) which also includes a ten percent (10%)  
9 contingency of Thirteen Thousand Seven Hundred Forty and 84/100 Dollars  
10 (\$13,740.84), all as set forth in Attachment “B” which is fully incorporated by  
11 reference into this Agreement.

12 No charges shall be incurred by CONTRACTOR under this AGREEMENT nor  
13 shall any payments become due and payable to the CONTRACTOR until the services  
14 and related invoices for the Capital Improvement work has been performed and such  
15 invoices have been received by the SUCCESSOR AGENCY from the CONTRACTOR  
16 and approved by the SUCCESSOR AGENCY in accordance with this AGREEMENT.  
17 SUCCESSOR AGENCY may withhold any payment to the CONTRACTOR in any  
18 instance in which the SUCCESSOR AGENCY, in its sole discretion, determines that  
19 CONTRACTOR has failed or refused to satisfy any material obligation under this  
20 AGREEMENT.

21 CONTRACTOR agrees that any work performed outside of the scope of this  
22 AGREEMENT without the prior written approval of the SUCCESSOR AGENCY shall  
23 be deemed gratuitous on the part of the CONTRACTOR and CONTRACTOR shall  
24 neither be reimbursed nor have any recognizable claim for payment or reimbursement  
25 against the SUCCESSOR AGENCY.

26 All invoices submitted by the CONTRACTOR shall include: (1) date of invoice;  
27 (2) sequential invoice number; (3) SUCCESSOR AGENCY Agreement number;  
28 (4) total AGREEMENT amount payable; (5) total invoice amount; (6) description of

1 services provided and any reimbursable expenses; (7) CONTRACTOR'S employee(s)  
2 name providing service; (8) total billed SUCCESSOR AGENCY to date; and (9) total  
3 amount remaining on AGREEMENT.

4 CONTRACTOR shall be responsible for the cost of supplying all documentation  
5 necessary to verify amounts invoiced and requested for payment to the satisfaction of  
6 the SUCCESSOR AGENCY and shall certify on each invoice that it is entitled to the  
7 amount invoiced.

8 No compensation will be provided for any other task, service or expense not  
9 specifically authorized by this AGREEMENT without prior written approval of the  
10 SUCCESSOR AGENCY.

11 CONTRACTOR shall not charge and SUCCESSOR AGENCY shall not pay any  
12 finance charges and/or late fees on any overdue invoices.

#### 13 **ARTICLE 5 – CONTRACT ADMINISTRATION**

##### 14 SUCCESSOR AGENCY

15 Unless otherwise designated in writing, the Executive Director of the  
16 SUCCESSOR AGENCY shall serve as the SUCCESSOR AGENCY'S representative  
17 for the administration of this AGREEMENT.

##### 18 CONTRACTOR

19 Unless otherwise designated in writing, ANDREAS FROECH shall serve as the  
20 CONTRACTOR'S project manager for this AGREEMENT.

21 The CONTRACTOR represents that it has or will secure at its own expense all  
22 personnel required to perform the services necessary to complete the Capital  
23 Improvements pursuant to this AGREEMENT. All the services required to perform  
24 then Capital Improvements under this Agreement shall be performed by the  
25 CONTRACTOR or under its supervision, and all personnel engaged in the work shall  
26 be qualified to perform such services.

#### 27 **ARTICLE 6 – SUCCESSOR AGENCY'S RESERVATION OF RIGHTS**

28



1 The SUCCESSOR AGENCY reserves the right to do the following:

2 1. Enter into agreements with third parties for use and performance of work  
3 on Parking Garage #2 during the performance of the Capital Improvement work  
4 provided such use does not unreasonably interfere with the performance of the Capital  
5 Improvements by CONTRACTOR; and

6 2. Modify, add, delete or restrict access to parking spaces in Parking Garage  
7 #2 during the performance of the Capital Improvements by CONTRACTOR.

#### 8 **ARTICLE 7 – NOTICE**

9 Any notice given pursuant to this AGREEMENT shall be deemed received and  
10 effective on the date personally delivered, or if mailed, five (5) days after deposit of the  
11 same in the custody of the U.S. Postal Service, when properly addressed, posted and  
12 deposited in the U.S. mail addressed to the respective parties as follows:

13 **SUCCESSOR AGENCY:**

14 **One Manchester Boulevard**

15 **Inglewood, CA 90301**

16 **ATTN: Executive Director**

**CONTRACTOR:**

**2428 Main Street**

**Santa Monica, CA 90405**

**ATTN: Paul Wegner**

#### 17 **ARTICLE 8 – INSURANCE**

##### 18 **Required Insurance Coverage**

19 CONTRACTOR shall obtain and maintain at its expense, until completion of  
20 performance and acceptance by the SUCCESSOR AGENCY, the following insurance  
21 issued by an insurance company currently authorized by the Insurance Commissioner to  
22 transact the business of insurance in the State of California and having a rating of or  
23 equivalent to A:VIII by A.M. Best Company:

##### 24 a. Commercial General Liability

25 Commercial General Liability (equivalent in coverage scope to Insurance  
26 Services Office, Inc. (ISO) forms CG 00 01 11 85 or CG 00 01 11 88) in an amount not  
27 less than One Million Five Hundred Thousand Dollars (\$1,500,000) per occurrence and  
28 Two Million Dollars (\$2,000,000) general aggregate. Such insurance shall include

1 products and completed operations liability, independent contractor's liability, broad  
2 form contractual liability and cross liability protection.

3 The "City of Inglewood as Successor Agency of the Inglewood Redevelopment  
4 Agency, its board members, officials, officers, agents, contractors employees and  
5 volunteers" must be separately endorsed to the policy as additional insured's on an  
6 endorsement equivalent to ISO forms CG 20 10 11 85 or CG 20 26 11 85.

7 b. Automobile Liability

8 Automobile liability (including any owned, non-owned, hired or rented) in an  
9 amount not less than One Million Dollars (\$1,000,000) combined single limit per  
10 accident for bodily injury and personal property damage covering Auto Symbol 1 (Any  
11 Auto).

12 c. Workers' Compensation and Employer's Liability

13 Workers' Compensation as required by the California Labor Code and  
14 Employer's Liability in an amount not less than One Million Dollars (\$1,000,000) per  
15 occurrence.

16 d. Omitted

17 e. Omitted

18 **Required Insurance Documentation**

19 a. Certificate of Insurance

20 The CONTRACTOR must provide a Certificate of Insurance evidencing the  
21 required insurance set forth above. The Certificate Holder must be the "City of  
22 Inglewood as Successor Agency of the former Inglewood Redevelopment Agency," and  
23 the Certificate Holders address must be addressed to One Manchester Boulevard,  
24 Inglewood, CA 90301.

25 b. Endorsements

26 In addition to the Certificate of Insurance, the CONTRACTOR must provide the  
27 following endorsements:  
28

1           1)     Additional insured endorsements to the general liability and auto liability  
2 insurance policies. The “City of Inglewood as Successor Agency of the former  
3 Inglewood Redevelopment Agency, its board members, officials, officers, agents,  
4 contractors, employees and volunteers” must be separately endorsed to the  
5 CONTRACTOR’S commercial general liability policy and the auto liability policy as  
6 additional insured’s on an endorsement equivalent to ISO forms CG 20 10 11 85 or CG  
7 20 26 11 85.

8           2)     Cancellation of notice endorsements. Each policy must be endorsed to  
9 provide that the policy shall not be cancelled or non-renewed by either party or reduced  
10 in coverage or limits (except by paid claims) unless the insurer has provided the  
11 SUCCESSOR AGENCY with thirty (30) days prior written notice of cancellation, ten  
12 (10) days for cancellation due to nonpayment of premium is acceptable.

13          3)     Primary and noncontributory coverage endorsements. The commercial  
14 general liability and (if required) professional liability policies must be endorsed to  
15 provide that each policy shall on a primary and noncontributing basis in relation to any  
16 insurance or self-insurance, primary or excess, maintained by or available to the  
17 SUCCESSOR AGENCY, its board members, officials, officers, agents and employees.

18 **Deductibles and Self-insured Retentions**

19           Any deductibles or self-insured retentions must be declared to and approved by  
20 the SUCCESSOR AGENCY. At the SUCCESSOR AGENCY’S option, the insurer  
21 shall either reduce or eliminate such deductibles or self-insured retentions with respect  
22 to the SUCCESSOR AGENCY, its board members, officials, officers, agents,  
23 contractors, employees, and volunteers or the insurer shall provide a financial guarantee  
24 satisfactory to the SUCCESSOR AGENCY guaranteeing payment of losses and related  
25 investigations, claims, administration and defense expenses.

1 **Other Insurance Provisions**

2 CONTRACTOR shall obtain and cause to remain in full force and effect for the  
3 term of this AGREEMENT and for six (6) months thereafter, all of the required  
4 insurance coverage in the minimum amounts specified above.

5 **Verification of Coverage Prior to Commencement of Services**

6 CONTRACTOR shall furnish the SUCCESSOR AGENCY with original  
7 certificates and amendatory endorsements affecting coverage required by this  
8 AGREEMENT. The endorsements should be on forms provided by the SUCCESSOR  
9 AGENCY or forms other than the SUCCESSOR AGENCY'S forms, provided those  
10 endorsements or policies conform to the SUCCESSOR AGENCY'S requirements. All  
11 certificates and endorsements are to be received and approved by the SUCCESSOR  
12 AGENCY before any work commences under this AGREEMENT. The SUCCESSOR  
13 AGENCY reserves the right to require complete, certified copies of all required  
14 insurance policies, including endorsements affecting the coverage required by these  
15 specifications at any time.

16 **ARTICLE 9 – INDEPENDENT CONTRACTOR**

17 CONTRACTOR enters into this AGREEMENT as an independent contractor  
18 and not as an employee of the SUCCESSOR AGENCY. CONTRACTOR shall have  
19 no power or authority by this AGREEMENT to bind the SUCCESSOR AGENCY in  
20 any respect. Nothing in this AGREEMENT shall be construed to be inconsistent with  
21 this independent contractor relationship or status. All employees, agents, contractors or  
22 subcontractors hired or retained by the CONTRACTOR are employees, agents,  
23 contractors or subcontractors of the CONTRACTOR, and not the SUCCESSOR  
24 AGENCY. The SUCCESSOR AGENCY is not obligated in any way to pay any wage  
25 claims or other claims made against the CONTRACTOR by any such employee, agent,  
26 contractor or subcontractor, or by any other person resulting from the performance of  
27 any work with regard to the Capital Improvements pursuant to this AGREEMENT.

1                                   **ARTICLE 10 – INDEMNIFICATION**

2           To the fullest extent permitted by law, CONTRACTOR shall indemnify, defend,  
3 protect and hold harmless the SUCCESSOR AGENCY, CITY and their respective  
4 board members, officials, officers, contractors, agents, employees and volunteers  
5 (collectively “Indemnities”) from and against any loss, injury, damage, claim, lawsuit,  
6 expense, attorneys’ fees, or any other cost arising out of or in any way related to the  
7 performance of any services pursuant to this AGREEMENT, to the extent caused in  
8 whole or in part by the negligent act or omission, recklessness or willful misconduct of  
9 the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any  
10 of them or anyone for whose acts any of them may be liable, except where caused by  
11 the sole negligence or willful misconduct of the SUCCESSOR AGENCY.

12           If any action or proceeding is brought against the Indemnities by reason of any  
13 of the matters against which CONTRACTOR has agreed to indemnify Indemnities as  
14 provided above, CONTRACTOR, upon notice from the SUCCESSOR AGENCY, shall  
15 defend the Indemnities at CONTRACTOR’S sole expense by counsel acceptable to the  
16 SUCCESSOR AGENCY. Such acceptance shall not be unreasonably withheld.  
17 Indemnities need not have first paid for any of the matters to which Indemnities are  
18 entitled to indemnification in order to be so indemnified. The insurance required to be  
19 maintained by CONTRACTOR under this AGREEMENT shall ensure  
20 CONTRACTOR’S obligations under this Article, but the limits of such insurance shall  
21 not limit the liability of the CONTRACTOR hereunder. The provisions of this Article  
22 shall survive the expiration or earlier termination of this AGREEMENT.

23                                   **ARTICLE 11 – CONTRACTOR NONASSIGNABILITY/SUCCESSOR**  
24                                                           **AGENCY ASSIGNABILITY**

25           The expertise and experience of the CONTRACTOR are material considerations  
26 of this AGREEMENT. The SUCCESSOR AGENCY has an interest in the  
27 qualifications and capabilities of the CONTRACTOR which is required to fulfill the  
28 duties and obligations imposed under this AGREEMENT. In recognition of that

1 interest, the CONTRACTOR shall not assign or transfer this AGREEMENT, or any  
2 portion of this AGREEMENT, or the performance of any of the CONTRACTOR'S  
3 duties or obligations under this AGREEMENT without the prior written consent of the  
4 SUCCESSOR AGENCY. Any unauthorized assignment shall be ineffective, null and  
5 void, and shall constitute a material breach of this AGREEMENT entitling the  
6 SUCCESSOR AGENCY to any and all remedies at law or equity, including summary  
7 termination of this AGREEMENT. The CONTRACTOR shall not assign any interest  
8 in this AGREEMENT and shall not transfer any interest in the same whether by  
9 assignment or novation, without prior written approval of the SUCCESSOR AGENCY.

10 However, notwithstanding anything contained in this AGREEMENT to the  
11 contrary, SUCCESSOR AGENCY shall have the right to assign this AGREEMENT to  
12 the CITY upon written notice to CONTRACTOR. Upon receipt of such notice  
13 CONTRACTOR shall perform the Capital Improvements on the behalf of the CITY  
14 and the City Manager shall be deemed the CITY'S representative for purposes of  
15 administering this AGREEMENT.

## 16 **ARTICLE 12 – RECORDS AND AUDIT**

17 CONTRACTOR shall maintain copies of all data, information, documents,  
18 timesheets, invoices and other materials of work attributable to the performance of the  
19 Capital Improvements in connection with this AGREEMENT. The SUCCESSOR  
20 AGENCY shall have access to and the right to examine, audit, copy or transcribe any  
21 pertinent documents, transaction, activity, or record relating to this AGREEMENT.  
22 CONTRACTOR shall cooperate and comply with all requests of SUCCESSOR  
23 AGENCY'S auditors with regard to access and review of all records necessary to  
24 conduct audits in compliance with this AGREEMENT and any applicable requirements.  
25 SUCCESSOR AGENCY auditors shall be allowed to interview any employee of  
26 CONTRACTOR and its subcontractors throughout the term of this AGREEMENT and  
27 for a period of two (2) years after termination of this Agreement or any longer period if  
28 required by law.

1 All materials, including all pertinent financial records and proprietary data, shall  
2 be stored and maintained by CONTRACTOR at its main facility. Originals and/or  
3 copies of such documents or records shall be provided, at CONTRACTOR'S expense,  
4 directly to the SUCCESSOR AGENCY.

5 Access to such documents and records shall be granted to the SUCCESSOR  
6 AGENCY, as well as its successors-in-interest and designated representatives.

### 7 **ARTICLE 13 – OWNERSHIP OF DOCUMENTS**

8 The SUCCESSOR AGENCY shall own all data, information, documents and  
9 other work product of the CONTRACTOR prepared, assembled or maintained in  
10 connection with this AGREEMENT. The SUCCESSOR AGENCY shall have the sole  
11 right to use such materials within its discretion and without further compensation to the  
12 CONTRACTOR. The CONTRACTOR shall at its sole expense provide all such  
13 documents or work product to the SUCCESSOR AGENCY upon written request.

14 CONTRACTOR shall assist the SUCCESSOR AGENCY in timely responding  
15 to requests made under the California Public Records Act to inspect any of the above  
16 described items under CONTRACTOR'S possession or control. The SUCCESSOR  
17 AGENCY shall make an independent determination as to the confidentiality of these  
18 documents to the extent permitted by law.

### 19 **ARTICLE 14 – NONDISCRIMINATION**

#### 20 California Labor Code section 1735

21 No discrimination shall be made in the employment of persons working on  
22 behalf of or as an agent for the SUCCESSOR AGENCY because of the race, religious  
23 creed, color, national origin, ancestry, physical or mental disability, medical condition,  
24 genetic information, marital status, sex, gender, gender identity, gender expression, age,  
25 sexual orientation, military and veteran status of any person, or any other cognizable  
26 group protected by law, except as provided in section 12940 of the Government Code.  
27 Every contractor for the SUCCESSOR AGENCY violating Labor Code section 1735 is  
28 subject to all the penalties imposed for a violation of this law.

1           **ARTICLE 15 – AMENDMENTS, CHANGES OR MODIFICATIONS**

2           No amendments, changes or modifications to this AGREEMENT shall be  
3 effective unless in writing and signed by authorized representatives of the Parties  
4 hereto.

5           **ARTICLE 16 – CHOICE OF LAW AND VENUE**

6           This AGREEMENT shall be interpreted, construed and governed according to  
7 the laws of the State of California. In the event of litigation between the Parties, venue  
8 in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court,  
9 Southwest District, located at 825 Maple Avenue, Torrance, California, 90503-5058. In  
10 the event of litigation in the United States District Court, venue shall lie exclusively in  
11 the Central District of California, in Los Angeles.

12           **ARTICLE 17 – WAIVER OF BREACH OR DEFAULT**

13           Waiver of a breach or default of any term, condition or covenant under this  
14 AGREEMENT shall not constitute a continuing waiver thereof, nor shall it constitute a  
15 waiver of any other term, condition or covenant. Acceptance by the SUCCESSOR  
16 AGENCY of any work or services performed required to complete the Capital  
17 Improvements by the CONTRACTOR shall not constitute a waiver of the  
18 SUCCESSOR AGENCY’S right to seek correction for any breach or default under this  
19 AGREEMENT.

20           **ARTICLE 18 – SEVERABILITY**

21           In the event that any term, condition or covenant herein is held to be invalid or  
22 void by any court of competent jurisdiction, the same shall be deemed severable from  
23 the remainder of the AGREEMENT and shall in no way affect any other term,  
24 condition or covenant contained herein so long as its severance does not render this  
25 AGREEMENT meaningless with regard to a material term, in which event the entire  
26 AGREEMENT shall be void. If such term, condition, covenant or other provision shall  
27 be deemed invalid due to its scope of breadth, such provision shall be deemed valid to  
28 the extent of the scope of breadth permitted by law.



## ARTICLE 19 – TITLES AND CAPTIONS

Article titles, paragraph titles, or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this AGREEMENT or any provision hereof.

**ARTICLE 20 – WAIVER OF PRINCIPLE OF CONTRA  
PROFERENTUM**

The Parties waive any benefit from the principle of *contra proferentum* and interpreting ambiguities against the drafter. No party shall be deemed the drafter of this AGREEMENT, or of any particular provision, and no part of this AGREEMENT shall be construed against any party on the basis that the particular party is the drafter of this AGREEMENT.

## ARTICLE 21 – COUNTERPARTS

This AGREEMENT may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one agreement, which shall be binding and effective as to all Parties hereto.

## ARTICLE 22 – ENTIRE AGREEMENT

This AGREEMENT and any agreement, document, exhibit, or instrument attached hereto or referred to herein, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings with respect to the subject of this AGREEMENT. The terms, conditions and covenants of this AGREEMENT shall prevail over any other agreement, document or instrument. Furthermore, each party to this AGREEMENT acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party that are not contained herein.

1           **IN WITNESS THEREOF**, the SUCCESSOR AGENCY and CONTRACTOR,  
2 have executed this Agreement as of the date first written above.

3 **SUCCESSOR AGENCY:**

3 **CONTRACTOR:**

4  
5 **City of Inglewood as Successor**  
6 **Agency to the Inglewood**  
7 **Redevelopment Agency**

5 **Santa Monica Electric Company**

8 By: \_\_\_\_\_  
9       James T. Butts, Jr.  
10       CHAIRPERSON

8 By: \_\_\_\_\_  
9       Name: Paul Wegner  
10       Title: Owner

11  
12 **ATTEST:**

12 **APPROVED AS TO FORM:**

13  
14 By: \_\_\_\_\_  
15       Yvonne Horton  
16       AGENCY SECRETARY

13  
14 By: \_\_\_\_\_  
15       Kenneth Campos  
16       GENERAL COUNSEL FOR  
17       SUCCESSOR AGENCY

18 **APPROVED:**

19  
20 By: \_\_\_\_\_  
21       Royce K. Jones  
22       KANE BALLMER &  
23       BERKMAN  
24       SPECIAL COUNSEL FOR  
25       SUCCESSOR AGENCY

## ATTACHMENT "A"

### SCOPE OF WORK

This Scope of Work is affixed to the AGREEMENT between the SUCCESSOR AGENCY and SANTA MONICA ELECTRIC COMPANY ("CONTRACTOR") concerning removal of all existing lighting fixtures and replacement with new LED fixtures, install new two-port vehicle charging station with card reader along with removal and replacement of electrical power systems, including disconnects, transformers, surface mount panels, and power supplies at Parking Garage #2 which is owned and operated by the SUCCESSOR AGENCY. Any capitalized terms not defined herein shall have the meanings ascribed in the AGREEMENT.

In furtherance of the AGREEMENT, CONTRACTOR specifically agrees to

- (i) remove and replace all existing lighting fixtures throughout entire Parking Garage #2 with new LED lighting fixtures;
- (ii) install Ten (10) new LED wall pack fixtures for roof level parking area;
- (iii) parts include One Hundred Fifty Five (155) new LED ceiling mount fixtures at Forty Five Dollars (\$45) each equals Six Thousand Nine Hundred Seventy Five Dollars (\$6,975);
- (iv) parts include Fifteen (15) new fixtures with power supplies and LED fixtures at One Hundred Seventy Five Dollars (\$175) each equals Two Thousand Six Hundred Twenty Five Dollars (\$2,625);
- (v) remove and replace Ten (10) existing wall pack fixtures with Ten (10) new LED wall pack fixtures at existing locations with Ten (10) LED wall pack fixtures at Seventy Five Dollars (\$75) each equals Seven Hundred Fifty Dollars (\$750);
- (vi) One Hundred Seventy (170) units of DSXSC LED 10c 700 40k T5m MVolt SRM DDBXD 10 which is not available in 350na at Three Hundred Thirty One and 76/100 Dollars (\$331.76) equals Fifty Six Thousand Three Hundred Ninety Nine and 20/100 Dollars (\$56,399.20);

(vii) Ten (10) units of DWP1-40-50-MD-UNV\_BZ at Two Hundred Fifty Four and 54/100 Dollars (\$254.54) each equals Two Thousand Five Hundred Forty Five and 40/100 Dollars (\$2,545.40);

(viii) 360 Degree Motion sensors in the quantity of One Hundred Seventy (170) units at Seventy Nine and 99/100 Dollars (\$79.99) each for a total cost of Twelve Thousand Eight Hundred Eighty Four and 30/100 Dollars (\$12,884.30);

(ix) Ten Percent (10%) upcharge on aforesaid materials due to time lapse from proposal date of May 15, 2015 equals Six Thousand Nine Hundred Twenty Nine and 46/100 (\$6,929.46);

(x) remove and replace existing Four Hundred Eighty (480) volt three-phase disconnects and install Two (2) new three-phase Four Hundred Eighty (480) volt shunt trip disconnects at existing location at a rate of Three Thousand Dollars (\$3,000) each equals Six Thousand Dollars (\$6,000);

(xi) install Three (3) One Hundred Twenty (120) volt power supplies to pay booths (time and materials) at a rate of Three Thousand Dollars (\$3,000) each equals Nine Thousand Dollars (\$9,000);

(xii) CONTRACTOR agrees to cooperate with fire alarm contractor 2082 Technology to assure control wiring to shunt trip is properly installed;

(xiii) install new 75 KVA step down transformer from 277/480 to 120/208 three phase four wire as well as install new 200 amp 40/40 surface mount panel at electrical room for Seven Thousand Eight Hundred Dollars (\$7,800);

(xiv) install a new unit with a two port vehicle charging station with card reader and Two (2) Forty Amp 208 power supplies per station (per unit price includes all labor and materials) for Thirteen Thousand Seven Hundred Dollars (\$13,700); and

(xv) an additional two-car charging stations on sleeve by adding Eleven Thousand Eight Hundred Dollars (\$11,800) per station with an additional One Thousand Dollar (\$1,000) permit fee. There is a manufacturer's warranty of three (3) years on all lamps and ballasts.

1 The terms of this Scope of Work shall supersede the CONTRACTOR's  
2 proposal, unless otherwise referenced herein.

3 A. General Terms

4 1. CONTRACTOR agrees to cooperate with SUCCESSOR AGENCY and  
5 CITY staff, along with any and all other contractors performing work and/or operating  
6 on or about Parking Garage #2.

7 2. At no additional expense to the SUCCESSOR AGENCY,  
8 CONTRACTOR agrees to dispose of all waste generated in connection with this  
9 AGREEMENT according to the terms of all permits and applicable local, State, and  
10 Federal laws.

11 3. SUCCESSOR AGENCY does not agree to incur any additional costs  
12 other than those set out herein and payment for which is set out in the Compensation  
13 section of the AGREEMENT and Attachment "B" to the AGREEMENT.

14 4. SUCCESSOR AGENCY has placed a contingency into the  
15 CONTRACTOR's proposal for these fees any overruns or additional fees, of any kind  
16 or nature, shall be the responsibility of the CONTRACTOR.

17 5. At the conclusion of the AGREEMENT, installation of the final product  
18 by the CONTRACTOR on the property of the SUCCESSOR AGENCY as  
19 contemplated herein, and at no additional cost other than what is set forth in Attachment  
20 "B" to the AGREEMENT, the SUCCESSOR AGENCY expects all lighting and  
21 electrical work in the CONTRACTOR's proposal be fully operational.

**ATTACHMENT “B”**

**COMPENSATION**

**CONTRACT AMOUNT:**

\$137,408.00

\$13,740.80 (10.0% Contingency)

\$151,148.80 (Total Contract, includes 10.0% Contingency)

**PAYMENT TERMS:**

- 10% Down payment at time of approval of AGREEMENT by PARTIES
- 70% Delivery of all Fixtures w/Evidence provided to SUCCESSOR AGENCY
- 15% Payment on project completion
- 05% Successor Agency retention to be paid thirty (30) days after project completion.